

Crete City Council Regular Meeting
Tuesday, April 4, 2017 7:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. **Open Meeting**

The City Council has posted a copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the council chambers. Additional copies are available to read, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The City Council may consider items listed on the agenda in random order. The City Council has assisted listening devices available, if needed please advise. Please stand and Pledge Allegiance to the Flag.

2. **Roll Call**

Attendance of Council members will be recorded to determine the presence of a quorum for official actions.

3. **Petitions - Communications - Citizen Concern**

No action can be taken by the council on matters presented under this title except to answer any question posed and/or to refer the matter for further action. Testimony may be limited to 3 minutes per person. Please do not repeat testimony that has already be heard.

4. **Special Order of Business**

The council may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title.

4.A. Fire Apparatus Bidding Date

The previously approved plans and specifications have been put into a form for receiving bids on a fire apparatus to be placed on a current chassis for suppressing grass fires

4.B. Administrative Subdivision

Consider a recommendation by the Planning Commission to the City Council on an administrative subdivision of property in Sec. 2, T7N, R4E

4.C. Administrative Subdivision

An administrative subdivision in the Pine Ridge Addition combining Lots 1 and 2 of Block 1 into Lot 1 of the Clarke Subdivision

4.D. Cemetery Columbarium Plans and Specifications

The Cemetery Board and Public Works Committee have reviewed the plans, specifications and engineer's estimate for concrete work to provide for location of a columbarium in the Riverside Cemetery

4.E. HR Consulting Renewal

The Personnel Committee has reviewed the Zelle addendum for renewal of the HR Consulting Agreement

4.F. Legion Baseball Infield Maintenance

The Parks and Recreation has reviewed an agreement with Legion Baseball to do the infield maintenance on the baseball field

4.G. Community Development Agency (CDA) Meeting 7:15 PM

City Council will adjourn for a meeting of the CDA and then reconvene after the CDA takes action on Redevelopment Plan #2

<https://meeting.nasbonline.org/public/Meeting.aspx?PublicAgencyID=4353&PublicMeetingID=16558&AgencyTypeID=1>

4.H. Public Hearing - Redevelopment Area #2

A public hearing to hear comments in favor of and/or in opposition to the Blighted and Substandard Study and proposed Redevelopment Area

4.I. Owner Occupied Housing Rehabilitation Project #12

The Housing Committee has approved the project for funding through the CDBG program

4.J. Owner Occupied Housing Rehabilitation Project #13

The Housing Committee has approved the project for funding through the CDBG program

4.K. Mayor's Appointments

The Mayor would like to appoint the following to the Economic Development Advisory Board:
Justin Kozisek for a term of 12/1/2019

5. **Resolutions & Ordinances**

The Council may take action to hear testimony in favor of or opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title. The Council may take action to waive the statutory rule requiring reading on three separate dates on any ordinance being considered. The Council may take action to pass and approve any matter presented under this title.

5.A. Ordinance 2001 Transfer of Property Agreement

An ordinance enacting the transfer of property from City to Nebco and Nebco to City

5.B. Resolution 2017-12 Redevelopment Area #2

A resolution declaring a portion of the City to be blighted and substandard and approving a redevelopment plan

5.C. Resolution 2017-13 Procurement Procedures and Code of Conduct

A resolution adopting the procurement procedures and code of conduct for the CDBG DTR program

5.D. Resolution 2017-14 Central Business District Improvement Program Guidelines and Application Packet

A resolution adopting the guidelines and application process for the DTR program

5.E. Resolution 2017-15 Excessive Force Policy

A resolution adopting an excessive force policy

5.F. Resolution 2017-16 Annexation BNSF Boswell Avenue Intersection

The Planning Commission has reviewed the annexation of the BNSF Boswell Avenue Intersection for annexation

5.G. Resolution 2017-17 Annexation of Railroad ROW

A to set a public hearing to hear comments for and/or in opposition to the annexation of the railroad right of way north of the new WWTP adjacent to the property recently annexed

6. **Officers' Reports**

Reports may be given by Department Heads, Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Council on matters presented under this title except to answer any question posed and to refer the matter for further action.

7. **Consent Agenda**

Council will consider approval of the following items. Explanation may occur for each item and the council may approve and or amend and approve the items listed.

7.A. City Council Meeting Minutes

7.A.1. March 21, 2017

7.B. City Council Committee Meeting Minutes

7.B.1. March 21, 2017 Public Works

7.B.2. March 28, 2017 Parks and Recreation

7.C. City Treasurer's Report

7.D. Claims Against the City

8. Adjournment

The city council will review the above matters and take such actions as they deem appropriate. The city council may enter into closed session to discuss any matter on this agenda when it is determined by the council that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office. The complete agenda with attachments is available at www.crete-ne.gov.

Disclaimers & Notices

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Council Chambers
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**Bid Specifications for
FIREFIGHTING APPARATUS
Crete Fire Department
City of Crete, Nebraska 2017**

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ADVERTISEMENT FOR BIDS

BID

FIREFIGHTING APPARATUS SPECIFICATIONS

ADVERTISEMENT FOR BIDS

The City of Crete, Nebraska will receive Bids for a Firefighting Apparatus until _____, on _____, 2017, at the City Hall, 243 East 13th Street, Crete, Nebraska. At that time, all bids will be opened and publicly read aloud.

Details of equipment to be furnished are given in the Specifications. Specifications are on file at the office of the City Clerk, Crete, Nebraska. Copies of these documents for bidding purposes may be obtained from the City Clerk.

Bids shall comply with the Specifications. The envelope containing the Bid shall be sealed and marked as follows:

PROPOSAL - FIREFIGHTING APPARATUS

Jerry Wilcox, City Clerk/Treasurer
243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086

No Bids shall be withdrawn after the opening of Bids without the consent of the City of Crete, Nebraska, for a period of 45 days after the scheduled time of closing bids.

Final payment will be made within thirty (30) days after delivery and acceptance of the equipment.

The owner reserves the right to reject any and all Bids and to waive any technicalities in bidding.

Dated at Crete, Nebraska, this _____ day of _____, 2017, by order of the Mayor and City Council of Crete, Nebraska.

CITY OF CRETE, NEBRASKA
Roger Foster, Mayor

BID

_____, 2017

THIS BID IS BEING SUBMITTED TO:

Honorable Mayor and City Council
City of Crete
P.O. Box 86
243 East 13th Street
Crete, NE 68333-0086

IDENTIFICATION: Firefighting Apparatus
Crete Fire Department
City of Crete, Nebraska

The undersigned, in compliance with your Advertisement for Bids for furnishing a Firefighting Apparatus, having examined the Specifications and being familiar with the equipment to be furnished, hereby propose to furnish such apparatus in accordance with the contract documents for the sum set forth in the following Bid schedule.

BID SCHEDULE

BASE BID

Provide for the furnishing and delivery of a complete firefighting apparatus equipped as specified in the Specifications. (LUMP SUM)

_____ DOLLARS (\$ _____)

The apparatus shall conform to all federal motor vehicle safety standards.

Bids will only be considered from companies that have an established reputation in the field of fire and/or rescue apparatus manufacturing.

Each Bidder shall furnish satisfactory evidence of the ability to construct the apparatus specified, and shall state the location of the factory where the chassis and apparatus will be built. They shall also show that they are in a position to render prompt service and to furnish replacement parts for the completed apparatus chassis, body, and components.

Bidders shall note that wherever a specific manufacturer or model is listed in the bidding documents, an item of another manufacturer or model will be allowed if that item is functionally equal to the named brand and model such that no change in any related equipment is required. Acceptance of all such equal products shall be at the sole discretion of the Owner.

If it is necessary to bid alternate equipment or to make exceptions to the Specifications as set forth, this must be so stated in your Bid. For each item, please place an X in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the Specification. Failure to follow the format or answer the Specification may cause your Bid to be disqualified. If you need extra space to describe your product, please feel free to attach extra sheets. When doing this, be sure your description references the appropriate general specification number.

COMPLY

YES

NO

GENERAL SPECIFICATIONS:

1. **GENERAL**

It is the intent of these Specifications to furnish a complete fire apparatus equipped as hereinafter specified. With the view of obtaining the best results and the most acceptable apparatus for service in the FIRE DEPARTMENT these Specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details to furnish equipment and appliances with which the successful Bidder must conform. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the Contractor who shall be solely responsible for the design and construction of all features.

2. **QUALITY AND WORKMANSHIP**

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points:

- Accessibility of the various components which require periodic maintenance or monitoring
- Ease of vehicle operation (pumping and driving)
- Visibility of the driver
- Symmetrical proportions

Construction must be rugged and design must be certified to carry the loads as specified and to meet the road and speed requirements as set forth under "PERFORMANCE TESTS AND REQUIREMENTS" of NFPA Pamphlet #1901 2009 edition.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of major components for service and/or repair.

3. **DESIGN**

The apparatus shall be of the latest design and type while using the most current industry construction techniques.

The apparatus, assemblies, component parts, etc., shall be designed and constructed with consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subjected.

The manufacturer shall meet the minimum requirements of NFPA Pamphlet 1901 2009 edition, and all State and Federal Department of Transportation vehicle regulations at the time of the Bid for this apparatus.

4. **ROAD TEST**

All road tests will be performed per NFPA Pamphlet #1901 2009 edition requirements.

5. **DELIVERY DATA REQUIRED**

COMPLY

YES NO

GENERAL SPECIFICATIONS:

The manufacturer shall specify in his Bid the number of working days and/or calendar days after acceptance of the formal contract by the manufacturer that the completed apparatus will be completed by the Contractor. The manufacturer will not be held liable for changes arising from its failure to make or delay in making deliveries because of fire, flood, riot, major component shortage, accidents, acts of God, or any circumstances beyond their control.

Information required at time of delivery to be supplied by the manufacturer:

A. Manufacturer's statement of origin

B. Final build data sheet showing serial numbers for the following:

- 1. Cab and chassis VIN
- 2. Engine serial number
- 3. Transmission serial number
- 4. Apparatus/Body serial number
- 5. Fire pump serial number
- 6. Water tank serial number

C. One copy of a complete operations and general maintenance instructions as delivered, including but not limited to the chassis, engine, transmission, axles, lubrication charts, fire-pump, fire body, and appropriate accessories.

D. The successful Bidder shall supply all data required in NFPA Pamphlet #1901 2009 edition chapter 2-14.

7. WARRANTIES

The following warranties are to be included as a minimum standard.

- **All warranties will be 100% for the term of the respective warranty; apparatus with "pro-rated" warranties will NOT be considered.**

A. Warranty

The manufacturer shall warrant the proposed apparatus manufactured and/or assembled by them, to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from date of delivery to the Owner. This warranty shall cover the costs for parts and labor for this period of time. Bidder shall submit with their proposal a copy of the warranty to be furnished.

The warranties of the various components, (i.e., Chassis, Pump, Electrical Equipment, etc.) not manufactured by the apparatus builder making up the completed apparatus shall be passed on to the Bidder. To reduce the problems of "Mixed Responsibilities" the successful Bidder shall coordinate all warranty claims.

B. Body Warranty

The manufacturer warrants to the original Bidder that the body, under normal use and with reasonable maintenance, be structurally sound and will remain

COMPLY

YES **NO**

GENERAL SPECIFICATIONS:

free from corrosion perforation for a minimum period of ten (10) years.

C. Paint Warranty

The paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of ten (10) years beginning the day the vehicle is delivered to the Owner.

D. Polypropylene Tank Warranty

The water tank manufacturer is to warrant the Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle (vehicle must be actively used in fire suppression). The tank must be installed in accordance with tank manufacturer's installation recommendations. A copy of the tank manufacturer's warranty, including terms and limitations must be provided upon delivery of the completed apparatus.

E. Fire Pump Warranty

The fire pump shall carry the pump manufacturer's standard warranty covering defective parts and workmanship. A copy of the pump manufacturer's warranty policy shall be provided with the completed apparatus.

Each Bidder's response shall include a returned copy of this Bid notation for compliance to Specifications.

- All exceptions, no matter how minor must be addressed.

Those exceptions shall be listed on a separate sheet and shall refer to specification page number and paragraph. It will be mandatory for any perspective Bidder that deviates from the proposed Specifications, to give a full description of all deviations.

- Failure to follow this method will add a considerable time to the Bid review process and may be cause for rejection of the Bid.
- The Owner will not consider proposals or demonstrators taking total exception to the Bid Specifications.

Where Bidder's Specifications and/or construction differ in any way from the Bid Specification, a full and complete description in the Specification will be required. Drawings will also be required to show alternative construction methods. Partial descriptions or general clarifications covering groups or sections of the specifications will be unacceptable.

Clarifications shall refer to Specification page number and paragraph. Any such clarification that appears vague or misleading shall be considered an exception. Complete clarifications are required describing the reason for the deviation. Apparatus will be inspected upon delivery for compliance with Specifications. Each Bidder must submit with their Bid proposal a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage, Submitted Certificate shall name the apparatus manufacturer insurance company, policy number, and effective dates of the insurance policy.

The manufacturer shall maintain full insurance coverage on the Owner's cab and chassis from time of possession by the manufacturer until the apparatus is accepted by the Owner. **NO EXCEPTIONS.** Owner requires proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

The Owner reserves the right to reject any or all Bid proposals and purchase the equipment it deems most suitable to its needs. Since all components and materials are commercially available these Specifications shall in no way be considered proprietary.

Price shall be based on payment upon receipt of the completed apparatus by the Owner. All Bidders are required to detail any payment terms for the apparatus. These options may or may not be considered at the discretion of the Owner. All Bids shall remain valid for 30 days after opening.

The Bidder may assign, transfer, or otherwise dispose of this contract or any part thereof only after receiving written authorization of the Fire Department and/or the Administrative office involved in the acquisition.

The Owner agrees to purchase and pay cash for the apparatus and miscellaneous equipment pursuant to the following terms and conditions:

- All prices shall be less any taxes.
- The final payment for the apparatus shall be paid upon delivery and acceptance by the Owner per enclosed payment terms. An invoice shall be presented on or before delivery of the apparatus.
- The apparatus without exception, shall not be placed "In Fire Service" prior to full payment of apparatus.

A Bid bond in the amount of ten percent of the total amount of the Bid shall be furnished with the Bid. The Bid bond must be signed by an officer of the company manufacturing the apparatus proposed. Failure of an officer of the company manufacturing the apparatus to sign the Bid bond will mean automatic rejection of the Bid.

Bids shall be submitted in accordance with the following instructions:

- The Bidder's proposed Specifications shall be provided in full. Any deviations and clarifications shall be clearly marked.
- The Bidder's proposed specifications detailing their construction methods shall be provided. This is necessary to evaluate each Bidder's actual intent of building the equipment as specified herein.
- The Bidder's proposed format shall be the same as these Specifications to allow the Owner to easily compare the Bids; NO EXCEPTIONS.
- Bids are to be submitted in the same order as Specifications; NO EXCEPTIONS.
- Bids shall be returned in a sealed envelope clearly marked "BID FOR FIREFIGHTING APPARATUS".
- The Owner reserves the right to accept or reject any and all Bids, to waive irregularities and to make the award in any manner deemed to be in the best interest of the Owner.

The Bidder shall be responsible for providing all equipment items required by NFPA pamphlet 1901 that are not otherwise indicated or addressed in these Specifications.

Each Bid must be accompanied by a set of detailed Bidder Specifications consisting of a detailed description of the apparatus and equipment proposed. These Specifications shall include size, location, type, and model of all component parts being furnished. Detailed information shall be provided on the materials used to construct all facets of the apparatus body. Any Bidder who fails to submit detailed construction Specifications shall be considered non-responsive and shall render their proposal ineligible for award.

NOTE: Bidders shall not add any conditions or qualifying statements to this Bid as otherwise, the Bid may be declared irregular as not being responsive to the Advertisement for Bids. ***For inspection of the 1979 Ford Cab-Over Gas Engine or the 1988 GMC Gas Engine, please contact Crete Fire Department at (402) 826-FIRE, or City Clerk at 888-826-4313.***

OFFICIAL ADDRESS:

Telephone:

Fax:

Email Address:

Delivery of Completed Unit:

By

Title

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

FIREFIGHTING APPARATUS

NFPA COMPLIANCE NOT REQUIRED

As per the purchaser/end user NFPA compliance is not requested. The end user will be required to sign a statement indicating that it is not their intent to purchase an apparatus based on the requirements of NFPA.

DRAWINGS

A detailed drawing that represents the apparatus as described herein shall be provided with these specifications. Generic layouts or drawings of similar apparatus shall not be acceptable.

NO EXCEPTIONS

DEPARTMENT SUPPLIED CHASSIS

The chassis shall be provided by the department.

The customer supplied chassis is a 2007 Ford 350 single wheel, 4x4, 2dr, pickup box delete chassis. The frame will be a hump frame.

The chassis cab paint shall remain unchanged as received from the department.

FRONT BUMPER REPLACEMENT

The OEM chassis front bumper shall be removed and replaced with a Fab Fours black steel bumper replacement with full grille guard providing heavy-duty protection for the vehicle. The bumper replacement will be constructed from a combination of pipe, tread plate, and punch plate. The bumper shall be finished with a gloss black powder coat.

The aftermarket bumper shall be provided with bolt-on tow hooks.

The departments 2 front warning lights shall be removed and installed on the front bumper replacement.

The front bumper shall have a 2" receiver tube installed.

FUEL FILL

A fuel fill shall be mounted on the left side of the flatbed.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

ALUMINUM FLATBED

The flatbed shall be designed to mount on a 56" cab to axle chassis with single rear wheels. The deck shall measure approximately 90" wide x 110" long.

The frame shall consist of 2" x 6" x 1/4" wall channel and 2" x 2" x 1/4" wall support angles. There shall be a minimum of seven (7) 2" extruded aluminum tubular cross members extending the full width of the deck to support selected equipment, compartments, and water tank, etc. Cross members shall be gusseted back to the main channels.

The left and right sides of the flatbed shall consist of 5" extruded aluminum channel and the deck shall be constructed with a combination of 1/8" aluminum treadplate and 1/8" aluminum NFPA embossed treadplate.

FLATBED MOUNTING PROVISIONS

The flatbed shall be fastened to the chassis frame in a minimum of six locations. There shall be two (2) spring loaded u-bolts at the front to allow flexing, two (2) rigid u-bolts, and two (2) bolts or tow eyes through the rear frame flange plate.

REAR PANEL

The rear flatbed panel shall be constructed of smooth aluminum and shall be machine cut for accuracy and quality of finish.

MUDFLAPS

Two (2), mud flaps shall be supplied and mounted one on each side behind the rear wheels. The mud flaps shall be a combination of flat aluminum and rubber. Full height rubber mud flaps shall be unacceptable.

HEADACHE RACK

The body shall have an aluminum headache rack at the front of the flatbed to protect the rear of the chassis cab.

The headache rack shall be designed so it does not extend above the height of the chassis cab.

HEADACHE RACK SPOT LIGHTING

Two (2), Rigid Industries model 50211 LED spot lights shall be provided and mounted one on each side of the headache rack.

An on/off switch shall be provided near the light.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

CENTER WALKWAY

There shall be a walkway approximately 16"- 20" wide between the headache rack and the firefighting unit. The walkway shall be covered with embossed treadbrite aluminum to provide a slip resistant surface.

TOP MOUNT CONTROL ACCESS AREA

The front corners of the flatbed directly behind the chassis cab shall be recessed to provide access to the top mount control area, one on each side of the bed. The access area floor shall be approximately 32" wide by 16" deep and constructed of 1/8" aluminum embossed treadbrite.

There shall be an aluminum bulkhead provided at the front of the flatbed. The bulkhead shall be a minimum of 40" high and the full width of the deck extending 12" around the sides of the access area's to provide protection for the firefighters.

There shall be two (2), access area gates constructed of aluminum rectangular tubing and flat bar stock. The gates shall be approximately 15" wide x 35" high and mounted one at each access area. Each gate shall have 1-1/4" diameter hinges with a 3/8" pivot bolt. The hinge shall have a built in safety stop to prevent the gate from swinging out past the side of the apparatus.

The access area gates will swing inward to provide a clear entrance to the top mount controls and shall be equipped with a pneumatic shock to hold the gate in the open or closed position.

The access area gate shall have a DA sanded aluminum finish.

REMOVABLE REAR STEP

The rear step shall have a 2" hitch bar permanently mounted for use with a receiver tube. A pin shall be provided to secure/remove the folding step from the receiver tube.

The standard rear step shall be replaced with a folding step. The step shall be 8" die cast zinc/aluminum alloy folding type. The surface area shall be at least 35 square inches and withstand a load of at least 500 pounds.

TOW EYES

Two (2), heavy duty chrome tow eyes, shall be installed at the rear of the body above the rear step. The tow eyes shall have a 2-3/16" inside diameter eye with a 1-1/4" threaded shaft and nut. The tow eyes will be fastened directly to each rear chassis frame rail.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

HANDRAILS

Handrails to be round extruded aluminum with slip resistant rubber inserts. The handrail brackets to be brass, chrome plated and fastened to the body with stainless steel bolts. The handrails shall be located in the following area(s):

Two (2) handrails shall be supplied and located near the access area, one per side.

COMPARTMENT CONSTRUCTION

All compartments mounted above the flatbed deck shall be 19" deep, with a useable depth of 17".

The compartments shall be constructed entirely of fire apparatus quality 1/8" aluminum treadbrite sheets, using the break-and-bend method of fabrication, then welded together. This uniform method of construction forms the aluminum into a strong, yet flexible structure.

The compartment shall have a smooth aluminum sweep-out floor.

NO EXCEPTIONS

COMPARTMENT VENTING

All body compartments shall be properly vented to relieve the pressure when opening and closing the compartment doors. The vents shall be mounted in a manner that will reduce the amount of dirt and water that may enter the compartment.

COMPARTMENT LIGHTING

The lighting strip shall be sealed in a flexible, water resistant, plastic body with (9) LED's every three inches and rated for 50,000 hours with an output of 33.8 lumens for every 6". This style of lighting will provide uniform and consistent illumination throughout the compartment.

The lighting strip shall be mounted vertically on the inside of the door opening and activated by an automatic switch located at each door.

COMPARTMENT INTERIOR

The interior of the compartments shall be left with a natural aluminum finish.

INNER DOOR PANELS, DA SANDED

All compartment inner door stiffener panels shall be DA sanded in order to create a smooth finish.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

DROP DOWN COMPARTMENT DOORS

All horizontally hinged drop-down compartment door(s) shall be furnished with jack knife stops.

The inner panel of the drop down doors shall be welded and glued to the outer door panel. The inner panel shall feature a return bend where the panel attaches to the outer door panel.

Door handles shall be 6-1/8" diameter stainless steel recessed type, with nondirectional bent "D" ring type handles. There shall be a polymer film placed between the handle and door to insulate dissimilar metals. An adjustable rotary "D" compartment latch with a center single point striker pin and double catch shall be furnished on all compartment doors to keep a tight seal.

NO EXCEPTIONS

COMPARTMENT L1

One (1), 48" wide x 24" high compartment shall be mounted on top of the flatbed deck on the left side. This compartment shall have a horizontally hinged drop down door with an opening of approximately 44" wide x 22" high and a useable depth of 17".

The door shall be equipped with two (2) jackknife stops to prevent the door from opening more than 90 degrees.

The compartment door handle shall be non-locking.

This compartment door opening shall be supplied with one (1) lighting strip.

COMPARTMENT R1

One (1), 48" wide x 24" high compartment shall be mounted on top of the flatbed deck on the right side. This compartment shall have a horizontally hinged drop down door with an opening of approximately 44" wide x 22" high and a useable depth of 17".

The door shall be equipped with two (2) jackknife stops to prevent the door from opening more than 90 degrees.

The compartment door handle shall be non-locking.

This compartment door opening shall be supplied with one (1) lighting strip.

UNDER BED COMPARTMENT

There shall be an aluminum storage compartment located under the flatbed deck. This compartment shall be approximately 24" W x 5" H with a depth of 6' and accessible from the rear of the apparatus with a horizontally hinged drop down smooth aluminum door.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

12-VOLT ELECTRICAL

All electrical equipment shall be installed using high temperature, copper, multi-strand, crosslink-coated wire. The wiring shall be colored coded and the function labeled every 3" end to end.

All wiring shall be enclosed in a protective loom throughout the electrical system and rubber grommets shall be used where the wiring passes through module walls.

All wire connections located under the apparatus body shall be weatherproofed with a clear, flexible, protective coating.

Compartment wiring shall run on the interiors of the compartments to prevent to prevent accidental damage to the wiring.

SWITCH PANEL

An InPOWER switch module system shall be provided and mounted in an easily accessible location inside the chassis cab. The switch module shall contain an adequate number of push button switches to be used for controlling the vehicle 12-volt auxiliary devices.

All push buttons shall utilize a tactile switch design that ensures a positive operation. Each switch position contains a push button switch and a status LED indicator directly above the switch.

The switch module shall be connected to one or more power modules via a logic cable to provide power outputs and digital input system control. The power modules shall contain 12-volt DC power outputs rated at 15 amps each and include over current and short circuit automatic fault shutdown protection. The digital inputs are provided for monitoring external conditions such as ignition switch on, transmission in park, etc. and can be individually programmed.

APPARATUS BODY 12-VOLT DISCONNECT

One (1), disconnect solenoid with a sufficient amp rating shall be wired from the battery and activated by the chassis ignition to disconnect all electrical accessories added by the body manufacturer. Items such as auxiliary engine starter, winch, booster reel(s), or high amp load items shall be excluded from the disconnect solenoid.

One (1), reset breaker shall be installed between the solenoid output and any electrical load.

One (1), indicator light shall be provided to indicate the apparatus 12-volt system is on. The light shall be located in the chassis cab and be visible from the driver's positions. The light shall be green in color and labeled "BATTERY ON".

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

DOOR OPEN WARNING LIGHT

A red flashing LED hazardous warning light shall be mounted in the chassis cab. This light shall warn the operator of any open compartment doors, and/or other items permanently attached to the apparatus that may cause damage should the apparatus be moved.

The warning light shall be marked with a decal that states "DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

BACK-UP ALARM

The backup alarm shall be an electronic 97-decibel rated alarm installed at the rear of the vehicle. This alarm shall alert personnel any time the transmission is shifted into reverse.

BRAKE/REVERSE LIGHTS

The rear brake/turn/tail lights shall be 4" round LED with red lens.
The rear reverse lights shall be 4" round LED with clear lens.

CLEARANCE LIGHTS

There shall be 1" LED clearance lights provided to comply with ICC regulations. The clearance lights shall be located one on each side and rear corner of the apparatus body and a triple red light cluster recessed at the rear center of the body for a total of seven clearance lights.

Reflectors shall be supplied on the perimeter of the apparatus as specified by ICC regulations.

LICENSE PLATE BRACKET

A polished aluminum, LED lighted license plate bracket shall be mounted at the rear of the apparatus.

SURFACE LIGHTING

The completed apparatus shall have sufficient lighting provided as per NFPA 13.10.3 to illuminate all work surfaces, steps and walkways.

The surface lighting shall be activated when the emergency or park brake is set. A switch shall also be provided in the cab to activate the surface area and ground lighting when the park brake is not set.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

VISUAL WARNING LIGHT SWITCHES

All warning and signal lights shall have switches with an indicator light located inside the chassis cab.

Two (2), customer provided lights shall be moved from the front of the chassis to the front bumper replacement.

One (1) Whelen LINZ6R LED light shall be installed on the *rear passenger's side* of the apparatus. The light shall have red LEDs and a clear lens cover with a chrome flange.

One (1) Whelen LINZ6R LED light shall be installed on the *rear driver's side* of the apparatus. The light shall have red LEDs and a clear lens cover with a chrome flange.

LOWER REAR LIGHTING

Two (2) Whelen LINV2R LED lights shall be installed on the lower, rear area of the apparatus.

The LINV2R includes a warning light and a puddle light. The warning lights have six red LED lights and four white LED lights are installed below to work independently as a surface area illumination light. The lights shall have a chrome flange.

ELECTROLYSIS CORROSION CONTROL

The apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This coating is a high zinc compound that shall act as a sacrificial barrier to prevent electrolysis and corrosion between dissimilar metals. This shall be in addition to any other barrier material that may be used.

All 1/4" diameter and smaller screws and bolts shall be stainless steel with a powdered aluminum coating. This coating shall be bonded metallurgically to the stainless screws to prevent peeling and flaking. This coating is designed to reduce the potential for electrolysis and corrosion to occur where items are assembled and attached.

NFPA COMPLIANT REFLECTIVE STRIPING

Reflective striping shall be applied to the exterior of the apparatus in a manner consistent with NFPA; striping shall consist of a BLACK Scotchlite 4" reflective stripe affixed to the exterior perimeter of the flatbed and chassis cab.

A BLACK reflective stripe shall also be applied to the interior of each chassis cab door and any equipment such as roll-out trays or frames that protrude beyond the body of the apparatus to indicate a hazard or obstruction.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

BODY STRUCTURE LIMITED WARRANTY

The manufacturer shall warrant the body structure of the apparatus to be free of defects in design and workmanship for a period of seven (7) years.

ELECTRICAL WARRANTY

The manufacturer shall warrant to each original purchaser that the supplied electrical equipment are sound and free of all defects of both materials and workmanship, for a period of two (2) years. The warranty shall ensure that the vehicle will be free from defects in the electrical harness and connections under normal use and service within the warranty period.

BASIC LIMITED WARRANTY

The manufacturer shall warrant to each original purchaser that the apparatus is free of defects in material and workmanship for a period of one (1) year.

LETTERING/STRIPING WARRANTY

The manufacturer shall warrant to each original purchaser that the apparatus lettering and/or striping shall be free of defects for a period of three (3) years.

MANUALS/DOCUMENTATION

There shall be one (1) 3-ring binder and one (1) electronic copy of the manufacturer operation and maintenance manual provided that covers the completed apparatus.

The manuals shall include chassis documentation, wiring diagrams, and any other documents or technical data referencing the apparatus. Also included shall be any manufacturers warranties and/or guarantees.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

SKID UNIT
250 Gallon UPF Custom Poly Tank

FACTORY INSTALLED SKID UNIT

The skid unit shall be mounted on the above specified fire apparatus and connected to the 12-volt electrical system.

ALUMINUM FRAME

A heavy duty aluminum frame shall be constructed with a combination of 2" x 2" x 1/8" square aluminum tubing and 1-1/2" x 1-1/2" x 1/4" aluminum angle supports. The frame will provide a secure means of attaching the fire pump and plumbing onto the flatbed.

NO EXCEPTIONS

FIRE PUMP

A Waterous 2515LE pump shall be provided and bolted directly to the specified engine and capable of the following performance:

Max Pressure - 75 GPM	@	135 PSI
Max Flow - 150 GPM	@	90 PSI

NOTE: The above manufacturer performance rating is based on maximum full throttle with a flooded suction prior to the installation of associated piping. The impeller shall be high strength corrosion resistant bronze, fully enclosed, double hubbed to balance hydraulic thrust, and mechanically balanced to eliminate vibration. The volute shall be constructed of high strength aluminum alloy, anodized for superior corrosion resistance. A drain valve shall be located on bottom of the pump volute.

The pump shall have a two (2) year warranty.

The pump shall be firmly mounted to the skid frame or platform behind the water tank.

PUMP ENGINE

A Briggs and Stratton model 356447 Vanguard V-Twin 90 OHV 18 HP engine shall be supplied and mounted to the pump. The engine shall be air cooled, constructed of Dura-Bore cast iron cylinder sleeves. It is designed to deliver a maximum output of 18 HP (13.4 kW) @ 3600 RPM.

The engine shall feature a full pressure lubrication system with an automotive style oil filter and an oil fill tube with dipstick.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

AUTO THROTTLE

The engine shall be equipped with an automatic throttle which will respond to water flow. The engine shall remain at a fixed idle speed of approximately 2400 RPM at pump by-pass to water tank. The engine shall automatically throttle up to approximately 3750 RPM when a discharge line is opened. The engine shall automatically decelerate down to 2400 RPM when the nozzle is closed.

TOP MOUNT CONTROL OPERATOR'S PANEL

A custom top mount operator's panel shall be provided in the walkway and mounted to the top of the water tank. The panel shall be constructed of smooth aluminum with an abraded aluminum finish. The control panel shall house all necessary controls.

The panel shall be labeled with permanent labels for all instruments and controls and shall be illuminated for nighttime operation. An on/off switch shall be provided for the panel light.

NOTE: The tank to pump shall be operated at the rear of the apparatus.

The engine controls shall be moved to a single location at the top mount control operator's panel.

The pump engine shall have a keyed start/stop provided and mounted on the top mounted operator's panel in the access area.

The pump engine shall have a choke provided and mounted on the top mounted operator's panel in the access area.

The pump engine shall be supplied with a vernier style throttle mounted on the top mount control panel. The operation of the remote throttle shall consist of seven full turns from idle to wide open engine speed. The throttle shall have a red center button to quickly return the engine to idle when depressed.

DISCHARGE PRESSURE GAUGES

There shall be one (1), discharge pressure gauge installed on the top mount control operators panel.

There shall be one (1), additional discharge pressure gauge installed at the rear of the skid unit inline with the plumbing.

The gauges shall be a minimum of 2-1/2" in diameter with a white face and black text.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

TOP MOUNT CONTROL MANIFOLD

A fabricated stainless steel manifold shall be mounted below the top mount control panel near the front walkway. The manifold shall be attached to the discharge side of the pump to facilitate all outlets and reduce friction loss.

ENGINE KILL SWITCH

There shall be a pump kill momentary switch located at the rear of the skid unit to allow for remote shut down of the pump engine.

PUMP ENGINE OIL DRAIN

An engine oil drain valve shall be provided and installed on the engine. The oil drain valve shall have a nipple to accept 3/8" ID hose to allow draining of the engine oil.

PUMP ENGINE COMMON FUEL SYSTEM

The pump engine shall be connected directly to the chassis fuel tank when a common fuel is used. The fuel line shall be connected from the pump engine to an electric fuel pump with a separate siphon tube.

PUMP PRIMER

No pump primer shall be provided.

PUMP SYSTEM CERTIFICATION

The pump shall be tested after the pump and all its associated piping and equipment have been installed on the skid unit by the apparatus manufacturer. Documentation of the test shall be provided with the completed apparatus.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

**Bidder
Complies**

Yes

No

PLUMBING

Plumbing shall be a combination of heavy duty stainless steel pipe and fittings, and high pressure rubber hose.

A round stainless steel manifold shall be used for all discharge's. The manifold shall be engineered to allow adding a foam system or additional discharge's after the unit is completed.

The high pressure rubber hose is designed to handle air, mild chemicals and water and is resistant to abrasion and UV protected.

The stainless steel pipe and fittings shall have a polished natural mill finish.

DISCHARGE MANIFOLD

A stainless steel welded pipe manifold shall be attached to the pump discharge with four (4) 1/4" bolts to facilitate all outlets and reduce friction loss. The manifold assembly shall be constructed of 2" round tubing and capable of accommodating up to two (2) 1" discharges and three (3) 1-1/2" discharge outlets.

SUCTION MANIFOLD

A stainless steel welded pipe manifold shall be attached to the suction side of the pump with a Victaulic clamp for easy removal for service and maintenance. The manifold shall have a tee to facilitate a 2" tank to pump and 2-1/2" intake.

All valves, unless otherwise specified, shall be brass Watts full flow quarter-turn valves.

TANK TO PUMP

The tank to pump shall be equipped with a 2" Watts full flow, quarter turn ball valve with a flexible hose to reduce vibration of the pump engine.

PUMP TO TANK/RECIRCULATE VALVE

One (1) 1" tank fill/recirculate line with a 1" Watts full flow, quarter turn ball valve shall be plumbed directly from the pump discharge at the front manifold to the tank with a flexible hose to reduce vibration of the pump engine.

INTAKE

One (1) 2-1/2" male intake shall be mounted to the pump inlet. The intake shall terminate with a chrome plated 2-1/2" NPT female x 2-1/2" NH male bushing. A zinc screen will be provided to prevent foreign objects from entering the pump.

CAP WITH CHAIN

One (1) 2-1/2" NH vented chrome plated cap with chain shall be supplied for the intake.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

1-1/2" DISCHARGE

One (1) 1-1/2" NH discharge shall be provided with a 1-1/2" Watts full flow, quarter-turn valve. The discharge shall terminate with a chrome 1-1/2" NPT male x 1-1/2" NH male fitting and be directed to the rear.

CAP WITH CHAIN

One (1), 1-1/2" NH vented chrome cap with chain shall be supplied for the discharge.

1" PROTECTION LINES

Two (2), 1" NH discharge protection lines shall be plumbed, one to each access area, with 1" Watts full flow, quarter turn valves. The valves shall be located one at each side of the top mount control manifold and terminate with chrome plated 1" NPT male x 1" NH male adapters.

PROTECTION LINE HOSE(S)

Two (2), 1" ID x 8' protection line hose(s) with 1" couplings shall be supplied. The protection line shall be shipped loose with the completed unit.

PAC HANDLELOK

Two (2), PAC model 1004-2 Handlelok, with a grip range from 1/8" to 1-3/4" and instant release capabilities shall be mounted to secure the protection line hose nozzle.

BOOSTER REEL

One (1), Hannay model EF steel electric booster reel(s), with a capacity of 150' of 1" booster hose shall be supplied. The reel(s) shall be painted graphite in color. A 1" Watts full flow, quarter turn valve shall be plumbed from the pump discharge and connected to the booster reel with a flexible hose to reduce vibration from the pump engine.

The booster reel(s) is equipped with a standard 1" 90 degree ball bearing swivel joint with 1" female NPT threads and a standard outlet with 1" male NST threads.

The reel(s) shall be capable of withstanding pressures to 1000 psi and temperature ranges from -60° F to 250° F.

An aluminum frame shall be provided under the booster reel to enable the reel to be attached to the top of the poly tank.

Two(2), set of chrome guide rollers shall be mounted high on the left side of the hose reel. The rollers shall provide assistance in pulling the hose off from the reel and guiding it on after use.

One (1), booster reel rewind switch shall be supplied and mounted at the rear of the skid unit.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

One (1), 1" x 150' section(s) of 300 PSI working pressure Kocheck KBH lightweight red booster hose with 1" NH RTC reattachable hardcoat couplings shall be supplied and installed on the booster reel.

The booster reel shall be mounted lengthwise above the water tank and deploy to the sides of the apparatus.

WATER TANK

The water tank shall be a UPF Defender 1 series custom built tank with a capacity of 250 US gallons.

The tank shall have a LIFETIME WARRANTY as supplied by the tank manufacturer.

The tank shall be constructed of 1/2" thick UPF PT-2E polypropylene sheet stock with AccTuff resin. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilized for maximum protection. All joints and seams are to be fully nitrogen welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions manufactured of 3/8" UPF PT2E polypropylene (natural in color) which shall interlock with a series of longitudinal partitions constructed of 1/2" PT2E polypropylene (black in color). All swash partitions shall be so designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank.

The tank shall be equipped with a combination vent/overflow and manual fill tower. The fill tower shall be 8" round and 8" high with a blue, molded cover. The cover shall be fastened to the tower with a tether to prevent loss. There shall be a vent/overflow installed inside the tower approximately 2" down from the top. This vent/overflow shall be schedule 40 polypropylene pipe and have an ID of 3". The vent/overflow shall be piped internally toward the passenger side and exit the tank through the sidewall. The overflow pipe shall be flush with the sidewall.

There shall be a vent/overflow installed inside and to the extreme rear of the fill tower. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 4" that is designed to run through the tank, and shall be piped to discharge water below the body as required by NFPA so as to not interfere with rear tire traction.

There shall be a minimum of two (2) standard tank outlets: one for the tank-to-pump suction line, which shall be sized to provide adequate water flow to the pump; and, one for tank fill line, which shall be sized according to the NFPA minimum size chart for water tanks. All auxiliary outlets and inlets must meet all NFPA guidelines in effect at the time of manufacture.

The water tank shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. Each Poly-Tank® III is delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight.

**CRETE FIRE DEPARTMENT
CRETE, NEBRASKA**

Bidder Complies	
Yes	No

A tag shall be installed on the apparatus in a convenient location and contain pertinent information including a QR code readable by commercially available smart phones. The information contained on the tag shall include the capacity of the water and foam (s), the maximum fill and pressure rates, the serial number of the tank, the date of manufacture, the tank manufacturer, and contact information. The QR code will allow the user to connect with the tank manufacturer for additional information and assistance.

There shall be an internal sump as standard per tank. The sump shall be recessed into the tank floor and be a minimum of 1/4" deep.

TANK DRAIN

There shall be a 1" FNPT female tank drain located on the rear tank wall towards the passenger side with a 1" stainless steel plug.

TANK COVER MOUNTING BLOCKS

The water tank cover shall incorporate two (2) mounting blocks that can accommodate sliding nut fasteners. These mounting blocks shall be welded to the tank cover running from the rear edge of the tank forward and used to mount a booster reel or other equipment if selected.

VISUAL WATER TANK SIGHT LEVEL GAUGE

There shall be an external visual sight gauge located on the rear wall of the tank.

WATER LEVEL GAUGE

One (1), Innovative Controls Inc. electronic water level fluid meter with a sealed probe shall be mounted into the tank. The indicator panel shall feature high intensity LED's and display FULL, 3/4, 1/2, 1/4 and REFILL levels that are easily distinguished at a glance. Level Monitor accuracy is enhanced by an "anti-slosh" feature, which provides steady, accurate fluid level indication despite sloshing inside the tank due to vehicle motion.

The water level gauge shall be located at the top mount operator panel.

12-VOLT ELECTRICAL

All electrical components of the unit shall be wired to a terminal stud block with high temperature, copper, multi-strand, crosslink-coated wire enclosed in a protective loom.

WORK LIGHT

One (1), 12-Volt LED work light shall be mounted on the tank to light up the work area. An ON/OFF switch shall be located at the rear of the skid unit.

BASIC LIMITED WARRANTY

The manufacturer shall warrant to each original purchaser that the apparatus is free of defects in material and workmanship for a period of one (1) year.

CRETE FIRE DEPARTMENT
CRETE, NEBRASKA

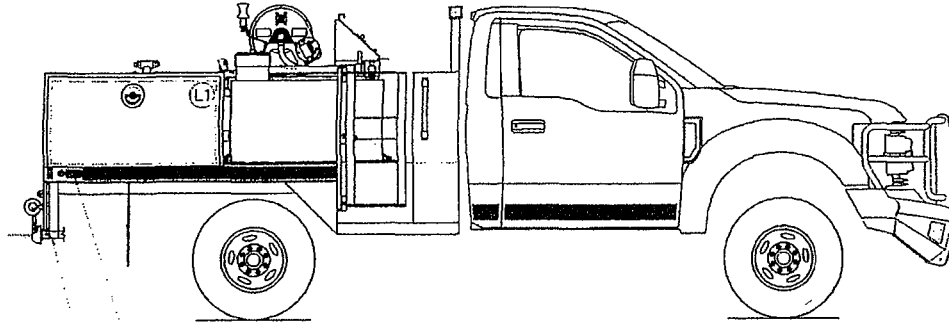
Bidder
Complies

Yes

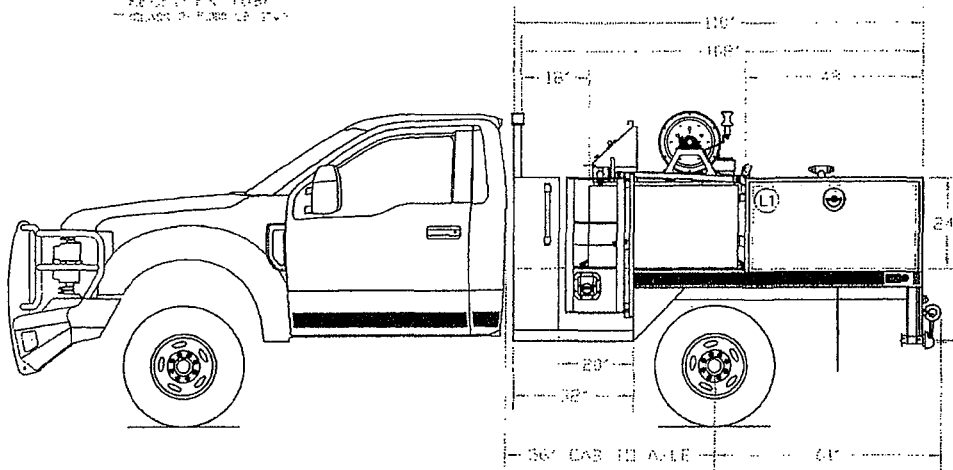
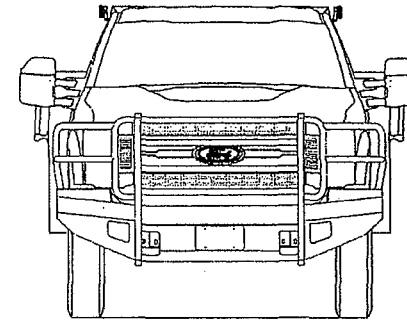
No

STAINLESS STEEL PLUMBING WARRANTY

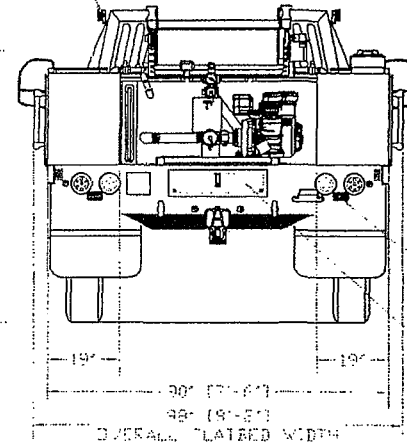
The manufacturer shall warrant to each original purchaser that the apparatus stainless steel plumbing shall be free of defects for a period of ten (10) years.



INTERSECTION LIGHTS
 (WHEELS UNDER RED LED)
 RECEIVER TURT
 (RELEASE IN FRONT OF TURT)



HEADACHE RACK
 LIGHTING
 (RED INDICATOR)
 (RED LED)



LOWER ZONE
 WARNING LIGHTS
 (WHEEL UNDER
 RED LED)
 UNDECKED STORAGE
 (24" X 50" X 12")

COMP.	OPENING	DEPTH
L1	44W X 22H	17
R1	44W X 22H	17

TOTAL COMPARTMENT CAPACITY 19 CU FT

PRELIMINARY DRAFT

PUMP: Waterous 2515LE w/18HP B&S Eng
 TANK: 250 Gallon Defender 1 Poly
 FOAM: n/a
 BODY: 110" Aluminum Flatbed
 CHASSIS: Ford F350 Customer Supplied

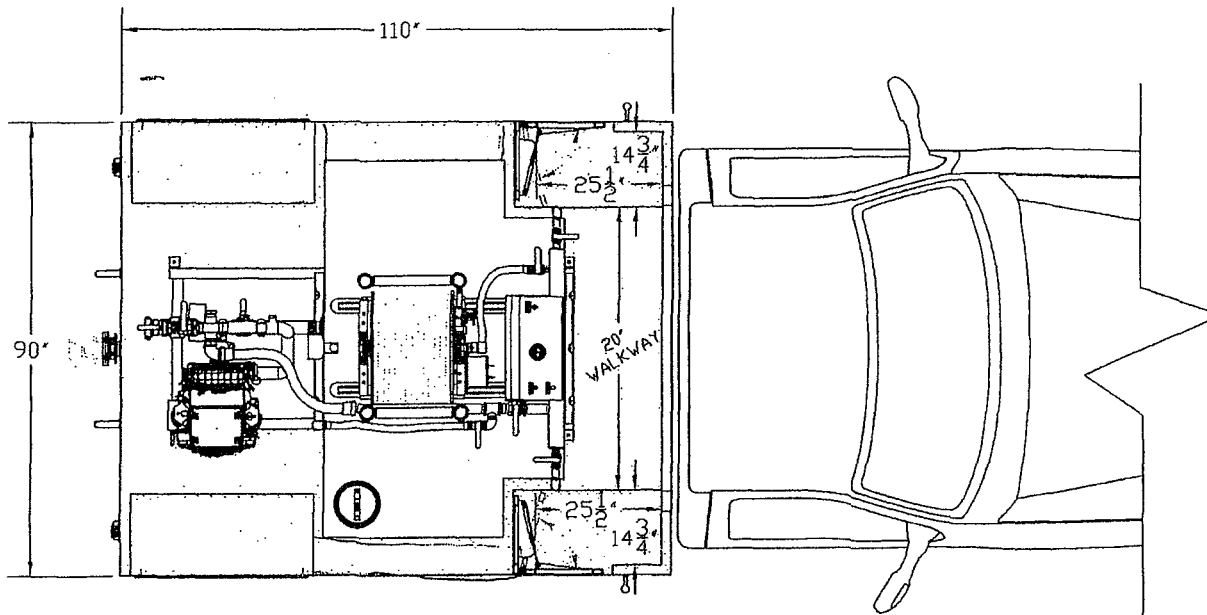
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 DRAWN BY: _____
 SCALE: BEST FIT

FILE NAME: _____

CRETE FIRE DEPARTMENT
 CRETE, NE

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.

DATE: 01/18/2017
 PAGE 1



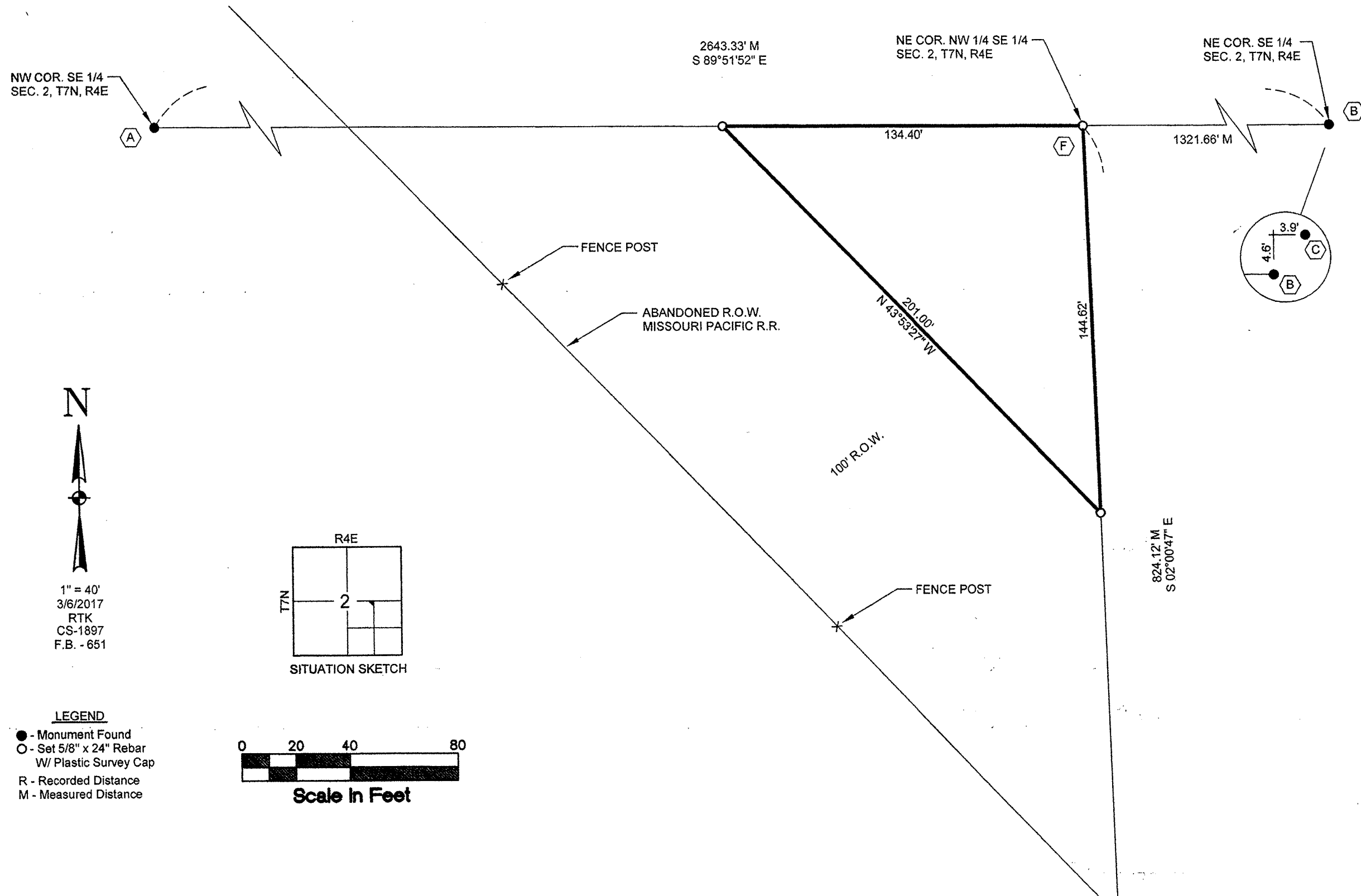
PRELIMINARY DRAFT

QUICK RESPONSE FLATBED UNIT

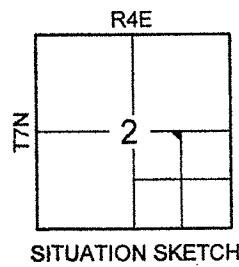
PUMP: Waterous 2515LE w/18HP B&S Eng TANK: 230 Gallon Defender 1 Poly Tank FOAM: N/A BODY: 110" Aluminum Flatbed CHASSIS: Ford F-350 (Customer Supplied)	ID:	CRETE FIRE DEPARTMENT CRETE, NE	DATE: 11/03/2015
	DRAWN BY:		
FILE NAME:	SCALE: BEST FIT	<small>DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.</small>	
		PAGE 2	

ADMINISTRATIVE PLAT

PART OF THE NW 1/4 SE 1/4 SECTION 2, T7N, R4E
OF THE 6th P.M., SALINE COUNTY, NEBRASKA

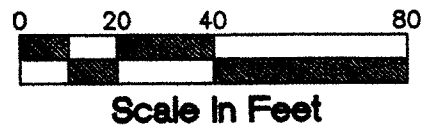


1" = 40'
3/6/2017
RTK
CS-1897
F.B. - 651



LEGEND

- - Monument Found
- - Set 5/8" x 24" Rebar
W/ Plastic Survey Cap
- R - Recorded Distance
- M - Measured Distance



THIS PLAT WAS PREPARED AT THE REQUEST OF TOM OURADA, CITY OF CRETE, NEBRASKA.

FIELD NOTES - SECTION 2, T7N, R4E

"A" - NORTHWEST CORNER, SE 1/4 - FOUND 3/4" IRON PIPE 0.6' DEEP.
ON CENTERLINE GRAVEL ROAD NORTH-SOUTH

33.80' W TO 1-1/4" IRON PIPE
51.37' SW TO NAIL IN DISK IN POWER POLE
55.00' SE TO NW CORNER OF CONCRETE BASE OF BRICK GATE POST TO CEMETERY

"B" - NORTHEAST CORNER, SE 1/4 - FOUND 2" ALUMINUM CAP MARKED L.S. #469, 0.6' DEEP AS
RECORDED BY SALINE COUNTY SURVEYOR LES SIEDSCHLAG, L.S. #469, ON A PLAT DATED AUGUST 24,
1998.

4.0' E TO CENTERLINE ROAD NORTH-SOUTH
34.82' E TO 5/8" REBAR IN FIELD DRIVE
45.00' NW TO 5/8" REBAR
44.50' SE TO 5/8" IRON BAR
102.22' SW TO NAIL IN DISK IN POWER POLE

"F" - NORTHEAST CORNER, NW 1/4 SE 1/4 - SET 5/8" X 24" REBAR ON LINE AND MIDWAY BETWEEN.

144.62' S TO 5/8" REBAR
134.40' W TO 5/8" REBAR
58.41' SSW TO WEST CORNER CONCRETE PAD FOR CENTER PIVOT
64.66' SW TO NE CORNER OF CONCRETE PAD FOR WELL

AT "C" FOUND 2" ALUMINUM CAP STAMPED "GC". I BELIEVE THIS WAS SET BY L. M. GORACKE, L.S. #372
ON A PLAT DATED AUGUST 2, 1980. HE SET THIS CORNER AND THEN SUBDIVIDED THE SE 1/4 OF
SECTION 2, T7N, R4E. I FOUND AND USED SOME OF THESE CORNERS ON OTHER SURVEYS. DEEDS
HAVE BEEN CREATED AND PROPERTIES BOUGHT AND SOLD BASED ON HIS SET MONUMENTS. I FEEL
THAT USING THE GORACKE MONUMENTS ON THE INTERIOR OF THE SE 1/4 OF SECTION 2 BEST
REPRESENTS THE EXISTING DEEDS AND POSSESSION LINES.

AT POINT "E" FOUND 5/8" REBAR WITH CAP AS SET BY MYSELF ON A PLAT DATED FEBRUARY 3, 2014.

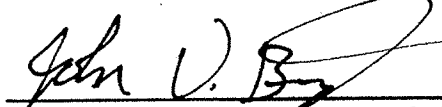
LEGAL DESCRIPTION

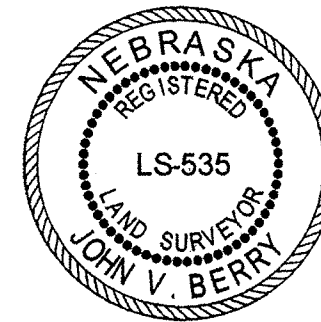
A TRACT OF LAND LOCATED IN THE SE 1/4 OF SECTION 2, T7N, R4E OF THE 6TH P.M., SALINE COUNTY,
NEBRASKA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 2, T7N, R4E OF
THE 6TH P.M., SALINE COUNTY, NEBRASKA, AND ASSUMING THE NORTH LINE OF SAID NW 1/4 OF THE
SE 1/4 TO HAVE A BEARING OF S 89°51'52" E; THENCE S 02°00'47" E ON THE EAST LINE OF THE NW 1/4
OF THE SE 1/4 OF SECTION 2, T7N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA, 144.62 FEET TO
A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED MISSOURI PACIFIC
RAILROAD TRACK; THENCE N 43°53'27" W, ON SAID ABANDONED NORTHEASTERLY RIGHT-OF-WAY
LINE, 201.00 FEET TO A POINT ON THE NORTH LINE OF SAID NW 1/4 OF THE SE 1/4 OF SECTION 2;
THENCE S 89°51'52" E ON SAID NORTH LINE OF THE NW 1/4 OF THE SE 1/4, 134.40 FEET TO THE POINT
OF BEGINNING, CONTAINING 0.22 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JOHN V. BERRY, A REGISTERED SURVEYOR OF THE STATE OF NEBRASKA, HEREBY CERTIFY THAT THIS
SURVEY WAS MADE BY ME OR UNDER MY DIRECTION ON MARCH 6, 2016; THAT ALL DIMENSIONS ARE IN
FEET AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


JOHN V. BERRY, NEBRASKA L.S. #535
GILMORE & ASSOCIATES, INC.



CITY OF CRETE PLANNING & ZONING APPROVAL

THIS ADMINISTRATIVE SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF CRETE
PLANNING AND ZONING BOARD, SALINE COUNTY, NEBRASKA.

DATED THIS ____ DAY OF _____, 2017.

CHAIRMAN

CITY OF CRETE CITY COUNCIL APPROVAL

THIS ADMINISTRATIVE SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE
CITY OF CRETE, SALINE COUNTY, NEBRASKA.



DATED THIS ____ DAY OF _____, 2017.

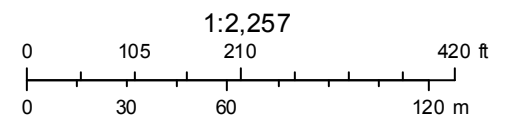
CLERK

South Cemetery Aerial



March 20, 2017

-  Parcels
-  Sections

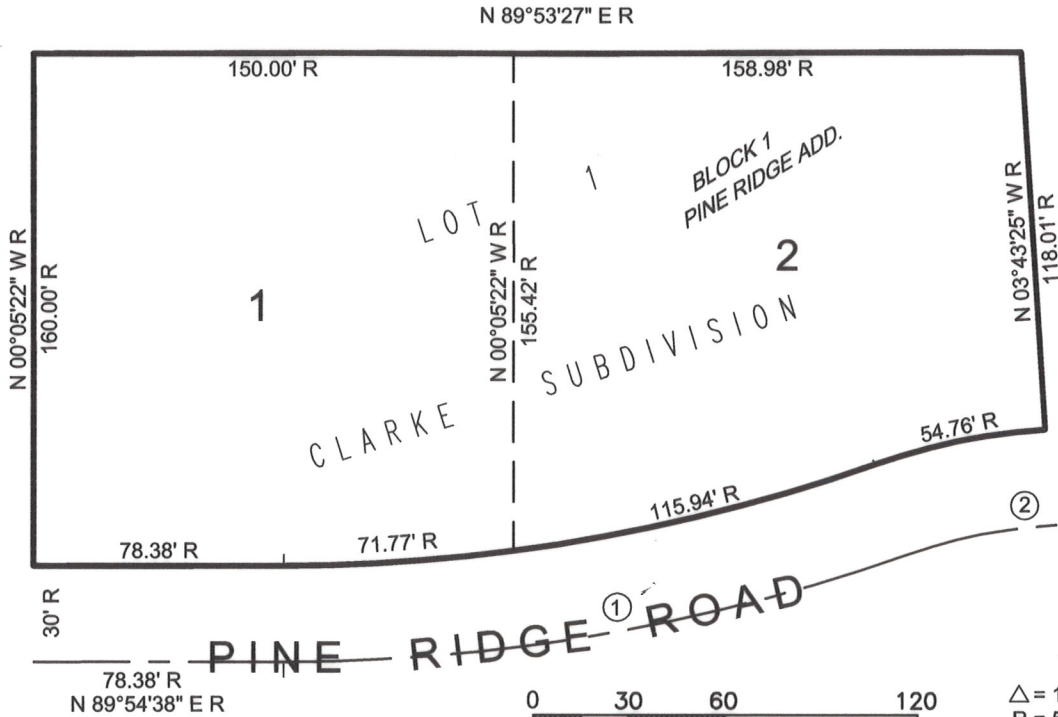


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CLARKE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION OF LOT 1 AND LOT 2
BLOCK 1, PINE RIDGE ADDITION TO THE CITY OF CRETE,
SALINE COUNTY, NEBRASKA

BOSWELL AVE.



1" = 60'
3/28/2017
RTK
CS-1904

LEGEND
R - Recorded

**RECORDED
CURVE DATA**

①	②
Δ = 19°20'39"	Δ = 60°50'01"
R = 586.74'	R = 170.33'
T = 100.00'	T = 100.00'
L = 198.10'	L = 180.85'
CH = 197.16'	CH = 172.47'



SCALE

APPROVAL

Approved and accepted by the City Council of the City of Crete, Saline County, Nebraska, passed this _____ day of _____, 2017.

City Clerk

LEGAL DESCRIPTION

Lot 1, Clarke Subdivision to the City of Crete, Saline County, Nebraska.

SURVEYOR'S CERTIFICATE

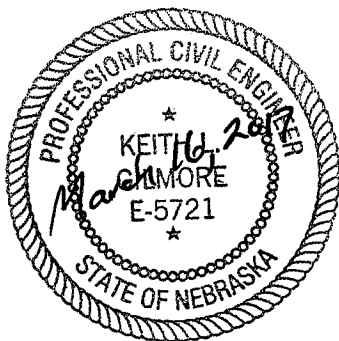
I, John V. Berry, a registered surveyor of the State of Nebraska, hereby certify that this survey was made by me or under my direction on March 28, 2017; that all dimensions are in feet and are correct to the best of my knowledge and belief.



John V. Berry

John V. Berry, Nebraska L.S. #535
GILMORE & ASSOCIATES, INC.

COLUMBARIUM CONCRETE WORK
CRETE, NEBRASKA
2017



226.333

I hereby certify that these Drawings and Project Manual were prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.



Keith L. Gilmore, P.E.
GILMORE & ASSOCIATES, INC.

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CHANGE ORDER

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SUPPLEMENTARY CONDITIONS

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ARTICLE 4: P.C. CONCRETE CONSTRUCTION

ADVERTISEMENT FOR BIDS

The City of Crete, Nebraska, will receive bids for the construction of Columbarium Concrete Work until _____ p.m., on _____, 2017, at the City Office, 243 East 13th Street, Crete, Nebraska, 68333. At that time, all bids will be opened and publicly read aloud.

The Work to be done for this Project is as follows:

COLUMBARIUM CONCRETE WORK

Furnish labor, materials, tools, and equipment required for the construction of the Columbarium foundations, concrete walks, and concrete flat work as shown on the drawings.
(LUMP SUM)

The Bid shall be an aggregate bid on all Work to be performed. Details of construction, materials to be used, and methods of installation for this Project are given in the Drawings and Project Manual. A Contract will be awarded to the low, responsive, responsible bidder, based on the total aggregate bid for the Work, construction time schedule, materials, and past performance on contracts with the Owner.

Bidding Documents, including Drawings and Project Manual, are on file at the City Office, 243 East 13th Street, Crete, Nebraska. Copies of these documents for bidding purposes may be obtained from the Owner in PDF form at no cost.

Complete sets of Bidding Documents as issued by the Owner must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained in electronic media form, internet plan rooms or other internet sites, or copies of Bidding Documents obtained from any source other than the Issuing Office.

No Bids shall be withdrawn after the opening of Bids without consent of the City of Crete, Nebraska, for a period of 45 days after the scheduled time of opening Bids.

The City of Crete, Nebraska, reserves the right to reject any and all Bids and to waive any technicalities in bidding.

Dated at Crete, Nebraska, this _____ day of March, 2017.

CITY OF CRETE, NEBRASKA

Roger Foster, Mayor

NOTE: This EJCDC Document has been modified as indicated herein. A ~~strike through~~ indicates that language has been deleted from this EJCDC Document. An underline indicates that the language has been added to this EJCDC Document.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered – Gilmore & Associates, Inc.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. A refund in the amount stated in the Advertisement for Bids, if any, will be given to each document holder of record who returns a complete set of Bidding Documents in good condition with no markings, within 10 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents as issued by the Issuing Office shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained from any source other than the Issuing Office.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 7 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below or elsewhere in the Bidding Documents.
- A. Evidence of Bidder's authority to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- 3.02 Bidder's state contractor license number, if applicable.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
- ~~1. These reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.~~
 - ~~2. These drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~
- B. ~~Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of 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.~~

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, ~~including Owner~~, or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.03 Hazardous Environmental Condition

- A. ~~The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.~~

- B. ~~Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of 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.~~

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions and Paragraph SC-4.02 of the Supplementary Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions and Paragraph SC-4.06 of the Supplementary Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- ~~4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.~~

- ~~B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.~~

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, groundwater, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- J. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data.
- K. Obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction, if any, that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 — PRE BID CONFERENCE

5.01 — A pre Bid conference will be held at _____ [a.m.][p.m.] local time on _____ at _____. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are [required] [encouraged] to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

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 Total Aggregate Base Bid price in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.~~
- ~~8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents 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. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 66 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.~~
- ~~8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.~~

ARTICLE 9 – CONTRACT TIMES

- 9.01 The times ~~[by which Milestones are to be achieved and]~~ for Start of Construction, Substantial Completion, and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). ~~Substantial Completion is desired [within _____ days] [on or before _____].~~ The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those ~~substitute or~~ “or-equal” materials and equipment approved by Engineer and identified by Addendum, without consideration of possible substitute or other “or-equal” items. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. Prior to the Effective Date of the Agreement, no item of material or equipment will be considered by Engineer as a ~~substitute or~~ “or-equal” unless written request for approval has been submitted by Bidder or Supplier and has been received by the Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph SC-6.05 of the General Supplementary Conditions and shall include the name of the material or equipment for which application for “or-equal” status is being submitted and a complete description of the proposed item including drawings, cuts, performance and test data, and any other information necessary or required by Engineer for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the proposed item would require shall be included. The burden of proof of the merit of the proposed item is upon Bidder or Supplier. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. If in the Engineer’s sole discretion an item of material or equipment proposed by Bidder or Supplier does not qualify as an “or-equal” item, it will be considered a proposed substitute item and application for acceptance will not be considered by Engineer until such application is submitted by Contractor after the Effective Date of the Agreement.

Whenever it is indicated in the Contract Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance may also be considered by the Engineer after the Effective Date of the Agreement. The procedure for submission of any such application for substitute or “or-equal” items by the Contractor after the Effective Date of the Agreement and consideration by Engineer is set forth in SC-6.05 of the Supplementary Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in bid price.
- 12.02 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, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity 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 revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink or by typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall 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 shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

~~ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS~~

~~14.01 *Lump Sum*~~

~~A. NOT USED~~

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 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.

~~14.03—Allowances~~

- ~~A. For cash allowances the Bid price shall 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 11.02.B of the General Conditions.~~

~~14.04—Completion Time Comparisons~~

- ~~A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.~~

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and the following documents:
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall 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 shall 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 shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Village of Carleton, P.O. Box 168, Carleton, NE, 68326.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or 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.
- 16.02 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, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 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 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 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 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner may also reject the Bid of any Bidder that fails to provide any certifications or documentation required by the Bidding Documents to be submitted prior to award of the Contract. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, additions, unit prices, dates of substantial completion and final completion, construction start date, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Discrepancies in the Bid between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies in the Bid between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies in the Bid between words and figures will be resolved in favor on the words.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest Bidder whose Bid, after evaluation by Owner, indicates to Owner that the award is in the best interests of the Project. The Owner shall have the right to accept substitutions, alternates, or additions, if any, in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low responsive Bidder on the basis of the sum of the total aggregate base bid and any substitutions, alternates, or additions accepted by Owner.
- 19.07 If the Contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 65 days after the day of the Bid opening. No other act of Owner or others will constitute acceptance of a Bid.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall

deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Project is exempt from the Nebraska State Sales Tax and Use Taxes on materials and equipment to be incorporated in the Work. Refer to the Supplementary Conditions for additional information. The Contractor shall not include in his Bid price sales tax on any materials, equipment, and labor considered to be exempt.

ARTICLE 23 – RETAINAGE

23.01 The amount of retainage on pay requests to be withheld shall be ten (10) percent.

THIS BID IS BEING SUBMITTED TO:

The City of Crete, Nebraska
243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086

PROJECT IDENTIFICATION: Columbarium Concrete Work
City of Crete, Nebraska

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 and furnish all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders. This Bid will remain subject to acceptance for 45 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addenda Number and Date)

- (b) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 4.02.A of the Standard General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder will complete the Work in accordance with the Contract Documents for the following prices. The Work shall be bid complete in place. Bids shall include sales tax and all other applicable taxes and fees.

BID SCHEDULE

COLUMBARIUM CONCRETE WORK

Furnish all labor, materials, tools, and equipment required for the concrete construction of the Columbarium site. Work shall include Columbarium foundations, sidewalks, and concrete flat work as shown on the drawings. Bid shall include all taxes, fees, and permits. (LUMP SUM)

_____ DOLLARS (\$ _____)

The Bid shall be an aggregate bid on all Work to be performed. Details of construction, materials to be used, and methods of installation for this Project are given in the Drawings and Project Manual.

Complete sets of Bidding Documents as issued by the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained in electronic media form, internet plan rooms or other internet sites, or copies of Bidding Documents obtained from any source other than the Issuing Office.

The Bidder shall thoroughly examine the construction site, soil conditions, contract documents, addenda, scope, and intent of the Work prior to preparing his Bid for items listed in the Bid Schedule as "Lump Sum". Failure of the Bidder to accurately estimate the quantity of materials or suitability of his construction means to perform the Work required in the Contract Documents shall not be a basis for additional payments for any item listed in the Bid Schedule as "Lump Sum" and no additional compensation shall be made. Cost of all materials and work necessary for, or incidental to, the construction of the Project as shown on the Drawings or described in the Project Manual, and not specifically listed in the Bid Schedule, shall be incorporated by the Bidder in the "Lump Sum" item of the Bid Schedule as he deems appropriate. Complete compensation will be considered as included in the payment for the "Lump Sum" item of the Bid Schedule.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 14.07 of the Standard General Conditions on or before the date indicated in the Agreement.

The undersigned agrees to furnish the required insurance certificates, and to execute the Contract within 15 days from and after the acceptance of this Bid, and further agrees to begin and complete all Work under the Contract within the time limit set forth in the Agreement.

The Owner reserves the right to award the Contract to the lowest, responsive, responsible Bidder, based on the sum of the total aggregate bid for the Work, start date, completion date, materials, and past performance on contracts with the Owner.

Bidders shall comply with Fair Labor Standards, as defined in Section 73-104-R.S., Nebraska Statutes, in pursuit of all business related to this Project, including execution of the Contract on this Work for which Bids are being submitted.

The Contractor shall state his intended starting date and completion dates as specified in Article 3.5. The Owner reserves the right to reject any and all Bids and to waive any technicalities or informalities in bidding.

NOTE: Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as not being responsive to the Invitation for Bids.

By _____

OFFICIAL ADDRESS:

Title _____

Telephone: _____

Fax No.: _____

Email Address: _____

COLUMBARIUM CONCRETE WORK

Contractor's Starting Date: _____

Contractor's Substantial Completion Date: _____

Contractor's Final Completion Date: _____

Notice of Award

Date: _____

Project: Columbarium Concrete Work - Crete, Nebraska

Owner: City of Crete, Nebraska

Owner's Contract No.: N/A

Contract: Columbarium Concrete Work - Crete, Nebraska

Engineer's Project No.: 226.333

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

Columbarium Concrete Work
Crete, Nebraska

The Contract Price of your Contract is _____ and Dollars (\$_____).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.

You must comply with the following conditions prior to starting construction on this project.

1. Deliver the Certificates of Insurance as specified in the Instructions to Bidder, General Conditions, and Supplementary Conditions.

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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

CITY OF CRETE, NEBRASKA

Owner

By: _____
Authorized Signature

Mayor

Title

Copy to Engineer

NOTE: This EJCDC Document has been modified as indicated herein: A ~~strike out~~ indicates that language has been deleted from this EJCDC Document. An underline indicates that the language has been added to this EJCDC Document.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ City of Crete, Nebraska _____ (“Owner”) and
_____ (“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:

Columbarium Concrete Work
Crete, Nebraska

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Columbarium Concrete Work
Crete, Nebraska

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Gilmore and Associates, Inc. (Engineer), which is 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 *Dates for Substantial Completion, Final Completion, and Final Payment as indicated by the Contractor in the Bid and incorporated herein:*

B. The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before _____.

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 Article 12 of the General Conditions. 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), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

~~A. For all Work other than Unit Price Work, a lump sum of: \$ _____~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:~~

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>UNIT PRICE WORK</u>			<u>Bid Price</u>
		<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	

C. 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 14 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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent 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, and if approved by Owner, there will be no additional retainage; and

- 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 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 10 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

~~7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.~~

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, groundwater, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has correlated, obtained, and carefully studied (or assumes the responsibility for having done so) all additional or supplementary, examinations, investigations, explorations, tests, studies, and data concerning conditions, (surface, subsurface, and underground facilities) at or contiguous to the site; considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.

- H. 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, through issued addendum or addenda is acceptable to Contractor. When said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer because of insufficient time or otherwise, Contractor has included in the Bid the better quality of work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the contract price.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 - ~~2. Performance Bond (pages 1 to 3, inclusive).~~
 - ~~3. Payment Bond (pages 1 to 3, inclusive).~~
 4. Other bonds (pages NA to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 62, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of a cover sheet and sheet numbered 1, inclusive with each sheet bearing the following general title: Columbarium Concrete Work - Crete, Nebraska.
 9. Addenda (numbers ____ to ____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 3, inclusive).
 - ~~b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __, inclusive).~~

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Orders.

B. The documents listed in Paragraph 9.01.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 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *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.

10.05 *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 10.05:
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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR:

CITY OF CRETE, NEBRASKA _____

By: _____

By: _____

Title: Mayor _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

243 East 13th Street _____

P.O. Box 86 _____

Crete, NE 68333-0086 _____

License No.: _____

(Where applicable)

(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 this Agreement.)

Agent for service of process:

Notice to Proceed

Date: _____

Project: Columbarium Concrete Work - Crete, Nebraska	
Owner: City of Crete, Nebraska	Owner's Contract No.: N/A
Contract: Columbarium Concrete Work - Crete, Nebraska	Engineer's Project No.: 226.333
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ ~~[(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].~~

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you ~~and Owner~~ must ~~each deliver to the other~~ (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which ~~each is~~ you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

Acceptance of Notice

_____	CITY OF CRETE, NEBRASKA
Contractor	Owner
Given by:	Given by:
_____	_____
Authorized Signature	Authorized Signature
_____	Mayor
Title	Title
_____	_____
Date	Date

Copy to Engineer

Contractor's Application for Payment No. _____

To (Owner): City of Crete, Nebraska Project: Columbarium Concrete Work Crete, Nebraska Owner's Contract No.: N/A	Application Period: From (Contractor): Contract: Contractor's Project No.: Engineer's Project No.: 226.333
---	--

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$ _____
2. Net change by Change Orders.....	\$ _____
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ _____
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ _____
5. RETAINAGE:	
a. 10% <input checked="" type="checkbox"/> Work Completed.....	\$ _____
b. <input checked="" type="checkbox"/> Stored Material.....	\$ _____
c. Total Retainage (Line 5a + Line 5b).....	\$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
8. AMOUNT DUE THIS APPLICATION.....	\$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract): Columbarium Concrete Work
Crete, Nebraska

Application Number:

Application Period:

Application Date:

Item Specification Section No.	A Description	B Scheduled Value	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)	
			D From Previous Application (C+D)	This Period				
Totals								

Progress Estimate

Contractor's Application

For (contract): Columbarium Concrete Work
Crete, Nebraska

Application Number:

Application Period:

Application Date:

Item		A		B	C	D	E	F		G
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estm. Qty. Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) / B	Balance to Finish (B-F)
COLUMBARIUM CONCRETE WORK										
Furnish labor, materials, tools, and equipment required for the construction of the Columbarium site. Work shall include Columbarium foundations, sidewalks, and concrete flat work as shown on the drawings. Bid shall include all taxes, fees, and permits.										
1.		1								
TOTAL BASE BID, COLUMBARIUM CONCRETE WORK, Inclusive:										

Stored Material Summary

Contractor's Application

For (contract): Columbarium Concrete Work
Crete, Nebraska

Application Number:

Application Period:

Application Date:

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
Totals									

Change Order

No. _____

Date of Issuance: _____

Effective Date: _____

Project: Columbarium Concrete Work - Crete, Nebraska	Owner: City of Crete, Nebraska	Owner's Contract No.: N/A
---	--------------------------------	---------------------------

Contract:	Date of Contract:
-----------	-------------------

Contractor:	Engineer's Project No.: 226.333
-------------	---------------------------------

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

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ _____

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously
approved Change Orders No. ___ to No. ___:
\$ _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change
Order:
\$ _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
GILMORE & ASSOCIATES, INC.
By: _____
Engineer (Authorized Signature)

ACCEPTED:
CITY OF CRETE, NEBRASKA
By: _____
Mayor (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims 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.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:

1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 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 or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
 1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. *Engineer's Review of Application and Acceptance:*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

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 thereto.

SC-1.01 DEFINED TERMS

Delete Paragraph 1.01.A in its entirety and insert the following in its place:

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms will initial or all capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

SC-1.01.A.21 GENERAL REQUIREMENTS

Delete Paragraph 1.01.A.21 in its entirety and insert the following in its place:

21. *General Requirements* - Article 3 of the Project Manual. The General Requirements pertain to all articles and sections of the Specifications.

SC-1.01.A.29 OWNER

At the end of Paragraph 1.01.A.29 add the following paragraph:

Whenever the word “Owner” appears in the Contract Documents, it shall actually refer to the City of Crete, Nebraska. The Owner shall, in conjunction with the Engineer, be the final arbiter in all controversies concerning the fulfillment of this Contract. No changes in any of the details of the Drawings and Project Manual shall be made without the approval of the Owner. No extras will be allowed that are not agreed to in writing. The Owner will approve final acceptance of the Work and payment to the Contractor.

SC-1.02.E FURNISH, INSTALL, PERFORM, PROVIDE

Delete Paragraphs 1.02.E.1 and 1.02.E.2 in their entirety and insert the following paragraphs in their place:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply, deliver, and incorporate in the Work said services, materials, or equipment, including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to furnish and incorporate in the Work said services, materials, or equipment, including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context.

Add the following new paragraph immediately after Paragraph 1.02.E.4:

5. The word "supply," when used in connection with services, materials, or equipment, shall mean to furnish and install and incorporate in the Work said services, materials, or equipment, including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A COPIES OF DOCUMENTS

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor a PDF file for the project manual and drawing.

SC-2.03.A COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

Add the following sentence at the end of Paragraph 2.03.A:

The Owner reserves the right to terminate the Contract at no cost to Owner at any time prior to issuance of Notice to Proceed.

SC-2.07.A INITIAL ACCEPTANCE OF SCHEDULES

Modify the first sentence of Paragraph 2.07.A by adding the following words to the beginning of the sentence:

If requested by the Owner,

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 INTENT

Add the following new paragraphs immediately after Paragraph 3.01.C:

- D. The Specifications may vary in form, format, and style. Some articles and sections of the Project Manual may be written in varying degrees of streamlined or declarative style and some articles and sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall", "in conformity with", "as shown", or "as specified" are intentional in streamlined articles or sections. Omitted words and phrases shall be supplied by reference. Similar types of provisions may appear in various parts of an article or section within a part depending on the format of the article or section. The Contractor shall not take advantage of any variation of form, format, or style in making claims for extra Work.
- E. The cross referencing of Project Manual articles or sections within each article or section of the Project Manual is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or article or whether or not the cross referencing is complete.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01 AVAILABILITY OF LANDS

Add the following new paragraph immediately after Paragraph 4.01.C:

- D. The Contractor shall not enter private property, if any, within the Project limits for construction purposes until he has received official notification from the Owner that the necessary, temporary, or permanent easements have been obtained for the property in question. The Contractor shall hold and save the Owner and Engineer free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operation on premises of a third person, except where permanent facilities are shown on the Drawings or specified. All such areas so disturbed by the construction operation shall be restored by the Contractor to a condition equivalent to that existing prior to use by the Contractor.

SC-4.05 HAZARDOUS ENVIRONMENTAL CONDITON AT SITE

Delete Paragraphs 4.06.A and 4.06.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.
- B. Not Used

ARTICLE 5 – BONDS AND INSURANCE

SC-5.04 CONTRACTOR’S INSURANCE

SC-5.04.B.1 Following is a list of other individuals or entities to be included on policies as additional insureds:

Owner: City of Crete, Nebraska
 Engineer: Gilmore & Associates, Inc.

SC-5.04.B.4 Modify Article 5.04.B.4 by striking out the words:

“to whom a certificate of insurance has been issued”

As so modified, Article 5.04.B.4 remains in effect.

SC-5.04.B.6 Modify Article 5.04.B.6 by striking out the words:

“to whom a certificate of insurance has been issued”

As so modified, Article 5.04.B.6 remains in effect.

SC-5.04.B Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04.B of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman’s) Statutory

- | | | |
|----|----------------------|-------------|
| c. | Employer's Liability | \$1,000,000 |
|----|----------------------|-------------|
2. Contactor's General Liability under Paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- | | | |
|----|---|-------------|
| a. | General Aggregate (except Products - Completed Operations) | \$1,000,000 |
| b. | Products - Completed Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising Injury (Per person/Organization) | \$1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| e. | Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| f. | Excess Liability: | |
| | General Aggregate | \$1,000,000 |
| | Each Occurrence | \$1,000,000 |
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- | | | |
|----|------------------|-------------|
| a. | Bodily Injury: | |
| | Each Person | \$1,000,000 |
| | Each Accident | \$1,000,000 |
| b. | Property Damage: | |
| | Each Accident | \$1,000,000 |
4. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:
- | | | |
|----|---|-------------|
| a. | General Aggregate | \$1,000,000 |
| b. | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
5. With respect to all insurance required by Paragraph 5.04, Contractor agrees to waive all rights of subrogation against Owner, Engineer, and each additional insured identified in the Supplementary Conditions.

SC-5.06 PROPERTY INSURANCE

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by these Supplementary Conditions;
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.10 PARTIAL UTILIZATION, ACKNOWLEDGEMENT OF PROPERTY INSURER

SC-5.10.A Add the following new paragraphs immediately after Paragraph 5.10.A:

- B. All insurance required by the Contract Documents, or by Laws and Regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the Agreement has been completed and final payment has been made.
- C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Agreement. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.05 SUBSTITUTES AND "OR EQUALS"

SC-6.05.A.1 Delete Paragraph 6.05.A.1 in its entirety and insert the following in its place:

"Or-Equal" Item: If in Engineer's sole discretion an item of material or equipment proposed by Bidder or Supplier at least 15 days prior to the date for receipt of Bids or by Contractor after the Effective Date of the Agreement, is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item in which case, review and approval of the proposed item may, in

Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items.

For the purposes of this Article 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and
- b. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

SC-6.05.A.2 Delete Paragraph 6.05.A.2 in its entirety and insert the following in its place:

Substitute Items:

- a. If in Engineer's sole discretion an item of material or equipment proposed by Bidder or Supplier at least 15 days prior to the date for receipt of Bids or by Contractor after the Effective Date of the Agreement does not qualify as an "or-equal" item under sub-Article 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The procedure for review by Engineer will be as set forth in Article 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall first make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item.

United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

SC-6.12 RECORD DRAWINGS

SC-6.12.A Add the following new paragraph immediately after Paragraph 6.12.A:

- B. All changes in the Work shall be noted daily by the Contractor on the Drawings. Contractor shall provide Engineer with one set of reproducible Record Drawings showing all changes in the Work.

SC-6.17 SHOP DRAWINGS AND SAMPLES

SC-6.17.A.1.b Add the following new paragraph immediately after Paragraph 6.17.A.1.b:

- c. When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their review by Engineer shall not excuse Contractor from the requirements shown or specified in the Contract Documents.

SC-6.17.D ENGINEER'S REVIEW

SC-6.17.D.3 Add the following new paragraphs immediately after Paragraph 6.17.D.3:

4. Shop Drawings and Sample submittals not conforming to the requirements of Paragraphs 6.17.A, 6.17.B, and 6.17.C shall be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of the Contractor.
5. Engineer's review and approval of Shop Drawing and Sample submittals shall not:
 - a. relieve the Contractor of the responsibility for any error in details, dimensions, or other information that may exist in such submittals;
 - b. constitute a blanket approval of dimensions, quantities, or details of the materials or equipment shown;
 - c. approve variations from additional details or instructions previously furnished by Engineer to Contractor; and
 - d. shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.02 VISITS TO SITE

SC-9.02.B Add the following new paragraph immediately after Paragraph 9.02.B:

Engineer may require Contractor to furnish additional data about the proposed substitute item.

SC-6.05.F Delete Paragraph 6.05.F in its entirety and insert the following in its place:

Contractor's, Bidder's, or Supplier's Expense: Contractor, Bidder, or Supplier shall provide all data in support of any proposed substitute or "or-equal" at Contractor's, Bidder's, or Supplier's expense.

SC-6.06 **CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

SC-6.06.G Add the following new paragraph immediately after Paragraph 6.06.G:

H. For additional requirements, see Federal and State Requirements contained in Article 3, General Requirements of the Specifications.

SC-6.08 **PERMITS**

Delete the first sentence of Paragraph 6.08 in its entirety and insert the following in its place:

Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses, including any fines or penalties assessed against Owner as a result of Contractor's failure to obtain the same or follow conditions contained therein.

SC-6.09 **LAWS AND REGULATIONS**

Amend the first sentence of Paragraph 6.09.B by adding at the end of the sentence immediately after the word "Work" the following:

", and to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, and consultants of each of them."

Add the following new section immediately after Paragraph 6.09.C:

D. **"LB 403 Contract Provisions - NEW EMPLOYEE WORK ELIGIBILITY STATUS:**

The 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the

- C. A special request by the Contractor to the Engineer for a visit to the Project Site shall be made at least 48 hours in advance.

Failure of the Contractor to have a representative who is in responsible charge of the Project, or who has been designated as the Contractor's representative, present at the construction site to accompany the Engineer in the visit will result in the issuance of a statement to the Contractor for the Engineer's time and expenses, based on the Engineer's current Schedule of Rates and Charges. The payment of these engineering charges will be due and payable within 30 days, and must be paid before subsequent progress estimates will be allowed.

SC-9.05 REJECTING DEFECTIVE WORK

SC-9.05.A Add the following paragraph immediately after Paragraph 9.05.A:

- B. The acceptance, at any time, of materials or equipment by or on behalf of Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity to material or equipment specified, or are not as represented to Engineer or Owner.

**ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION,
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

SC -13.03 TESTS AND INSPECTIONS

SC-13.03.A Add the following new paragraph immediately after Paragraph 13.03.A:

1. Contractor shall coordinate the services of the testing laboratories to perform all inspections, tests, or approvals required by the Contract Documents.

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

- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. that costs incurred in connection with tests or inspections of the Work conducted pursuant to Paragraph 13.04.B that is found not to be defective shall be paid as provided in Paragraph 13.04.D; and
 2. as otherwise specifically provided in the Contract Documents.

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

- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense.

And add the following new paragraph immediately after Paragraph 13.03.F:

- G. Independent laboratories proposed to be used by Contractor shall be approved by Engineer.

SC-13.04 UNCOVERING WORK

SC-13.04.B Delete Paragraph 13.04.B in its entirety and insert the following in its place:

- B. If Engineer considers it necessary or advisable that covered Work previously tested, inspected, or approved in accordance with the Contract Documents and that has been accepted by Engineer, as evidenced by an approved

Application for Payment for that portion of the Work, be observed by Engineer or inspected or tested by others; 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, furnishing all necessary labor, material, and equipment.

- SC-13.04.C** Modify the beginning of the first sentence of Paragraph 13.04.C by striking out the words "If it is found that the uncovered Work is defective" with the words "If it is found that the uncovered Work required by Paragraph 13.04.B is defective."
- SC-13.04.D** Modify the beginning of the first sentence of Paragraph 13.04.D by striking out the words "If the uncovered Work is found not to be defective" with the words "If the uncovered Work required by Paragraph 13.04.B is found not to be defective."

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A APPLICATIONS FOR PAYMENT

- SC-14.02.A.1** Modify the first sentence of Paragraph 14.02.A.1 by striking out the words "At least 20 days" and replacing them with the words "At least 10 days."

SC-14.02.B REVIEW OF APPLICATIONS

- SC-14.02.B.1** Modify the first sentence of Paragraph 14.02.B.1 by striking out the words "Engineer will, within 10 days" and replacing them with the words "Engineer will, within 7 days."

SC-14.02.C PAYMENT BECOMES DUE

- SC-14.02.C.1** Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. Thirty days after approval of the Application for Payment by Owner, the amount recommended by Engineer, will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-14.07.C PAYMENT BECOMES DUE

- SC-14.07.C.1** Delete Paragraph 14.07.C.1 in its entirety and insert the following in its place:

1. Thirty days after approval of the Application for Payment by Owner, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due, and will be paid by Owner to Contractor.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

SC-15.02 OWNER MAY TERMINATE FOR CAUSE

- SC-15.02.A.1** Modify Paragraph 15.02.A.1 by deleting the word "persistent."

ARTICLE 3
GENERAL REQUIREMENTS
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ARTICLE 3

GENERAL REQUIREMENTS

3.0 - PROJECT DESCRIPTION

The Project consists of the construction of P.C. concrete and related work as shown on the drawings.

Drawings and Project Manual were prepared by Gilmore & Associates, Inc., Consulting Engineers of Columbus, Nebraska for the City of Crete, Nebraska, who is the Owner of the Project.

3.1 - RIGHT OF ENTRY

Representatives of the Owner and the Engineer shall have access to the Work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

3.2 - EXISTING UTILITIES

The Contractor shall determine the actual location of all existing utilities prior to starting any work that may cause damage to such utilities. The Contractor shall indemnify and hold harmless the Owner, Engineer, and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising as a result of damage to existing utilities caused, in whole or in part, by the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Any information concerning underground utilities shown on the Drawings is intended to be merely an aid to the Contractor. The accuracy of information furnished with respect to underground utilities is not guaranteed, and the Contractor must independently verify any such information in accordance with the previous paragraph of these General Requirements.

The Contractor shall notify all utility companies who may have installations in the area where the Work is to be performed and solicit their aid in locating utilities, including, but not limited to, water, gas or other fuel, electrical, and telephone installations. All utilities encountered must be kept in operation by the Contractor, and must be protected and/or repaired if damaged. The Contractor shall have the responsibility of negotiating with each utility having lines, wires, or other appurtenances in the construction area, an agreement which establishes the responsibilities for the repair of any utility damaged by the Contractor. Such agreements shall establish under what conditions the cost of the repair will be the Contractor's responsibility and under what conditions the cost will be the utility's responsibility.

3.3 - PROTECTION OF PROPERTY

The following provisions shall not limit the generality of other requirements in these Contract Documents.

The Contractor shall do all things necessary or expedient to properly protect underground sprinkler systems, existing trees, shrubs, concrete retaining walls, streets, fences, power lines, and other utilities, and any and all property of others from damage. In the event that any such property is damaged during the course of construction of the Project, the Contractor shall restore, or make arrangements to have restored, any and all of such damaged property immediately to as good a state as before such damage occurred. All costs associated with the repair or restoration of any damaged property shall be the responsibility of the Contractor, unless prior arrangements or agreements have been made in accordance with Article 3.2, Existing Utilities. All fences, which are necessarily opened or moved during the construction of the Project, shall be replaced in as good condition as they were found. The Contractor shall be responsible for all loss of, or damage to, property, whether on or off the right-of-way, caused by the construction of the Project.

The Project, from the commencement of Work to acceptance or termination by the Owner, shall be under the charge and control of the Contractor. During such period of control by the Contractor, all

risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor, by reason of any act of God, or other casualty or cause, whether or not the same shall have occurred by reasons of the Contractor's negligence.

3.4 - OBSERVATION AND TESTING

All Work performed and all material and equipment furnished by the Contractor shall strictly conform to the Contract Documents. Competent labor, mechanics, and tradesmen shall be used on all Work.

The acceptance at any time of the materials by or in behalf of the Owner shall not bar the Owner from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

Whenever any material shall be rejected by the Engineer, such material shall be removed at once from the line of Work at the Contractor's expense, and shall not be brought back. Work rejected by the Engineer shall be replaced with approved Work at the expense of the Contractor.

The Engineer shall have the right to observe and witness routine testing of all Work and materials covered by the Specifications. He shall have the right to approve the manner in which special or requested tests are conducted.

The Contractor shall be required to perform all of the testing required by the Contract Documents and to furnish material certificates for quality assurance on all materials furnished, as specified in the Contract Documents.

The Contractor shall be required to pay for all tests and other related documents and information required to be performed or submitted by the Contract Documents. The number of tests for each of the several parts of the Work shall be as stated in the Contract Documents. Results of all tests and material certificates shall be submitted to the Engineer on a timely basis. The Contractor shall also be responsible for the cost of any retesting by coring of hardened concrete required because of failure of original tests. No separate payment will be made to the Contractor for such testing, as such costs shall be considered subsidiary to Work for which payment is made. All tests required to be performed by the Specifications shall be performed by an approved independent testing laboratory, and the costs thereof shall be paid by the Contractor unless otherwise specifically stated in the Project Manual.

The Contractor shall furnish, at his own expense, such materials and facilities as the Engineer may reasonably require for the purpose of project observation. This shall not include the expense of the Engineer's representative. Work rejected by the Engineer shall be replaced with approved Work at the expense of the Contractor.

Any inspection, tests, or approval of waiver of test shall not in any way relieve the Contractor of full responsibility for furnishing apparatus, equipment, and all materials meeting the guaranteed performance and requirements of the Contract.

The Contractor shall obtain a testing laboratory and pay for soil investigation and tests, including soil proctors and density tests, to demonstrate compliance with the specification requirements. In order to verify compaction requirements of the backfill for sanitary sewer and water trenches, and paving subgrade construction, the Contractor shall obtain a testing laboratory and pay for the furnishing of at least one proctor curve for the Project. Proctor curves shall be furnished for the soil profiles encountered on the Project and borrow sites. Contractor shall hire a soils laboratory approved by the Owner/Engineer, to perform all in-place compaction tests, in accordance with the following schedule:

Concrete Subgrade	2 per nodule (circle)
Concrete Sidewalk	1 per 24-foot segment or less – walk

The Owner/Engineer shall randomly select the location and depth of the compaction tests. Compaction test locations shall vary in depth and horizontal reference to the Project centerline. Testing depths and locations shall be noted on the reports. The Contractor shall have the materials

testing laboratory establish the optimum moisture content, range, and maximum dry density before beginning any tests for compaction. The contact name, telephone number, cellular phone number, and address of the testing laboratory and copies of all information shall be provided to the Engineer. The proctors and all in-place compaction tests shall be signed by a professional Engineer of the State of Nebraska prior to submittal. All costs associated with materials testing, as specified in this Project Manual, shall be the responsibility of the Contractor. In addition, the costs associated with all of the required submittal data and information shall also be the responsibility of the Contractor.

The Contractor shall give the Owner/Engineer 24 hours notice before any segment is ready for testing so that the Owner/Engineer or his representative may be present to observe and select the test location. Approval of pay requests are subject to receipt of all testing information; thus, the Contractor shall coordinate his work accordingly.

3.5 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Owner would like to have the Work completed as soon as possible in the 2017 construction season.

Construction time will be figured in calendar days rather than working days. The Contractor shall state, on the Bid, his anticipated starting date and the anticipated completion date for construction of the Work. The Contractor shall note that his anticipated starting and completion dates, as stated in the Bid, will be given consideration in both the award of this Contract and the issuance of the Notice to Proceed. The award shall be made to the responsible Bidder whose Bid is the most advantageous to the Owner, price and other factors considered. A Notice to Proceed will be issued based on the time of completion as indicated by the Contractor on his Bid.

The Contract time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor, if he makes a claim, therefore, in accordance with the Standard General Conditions. Such delays shall include fire, flood, labor strikes, epidemics, or acts of God. No extension of time will be given for abnormal weather conditions, other than as specifically designated in the preceding sentence, or for subsoil conditions, unless requested in writing by the Contractor and agreed to by the Owner.

The parties hereby agree that damages occasioned the Owner by the Contractor's failure to complete the Work within the Contract time are difficult to measure. Therefore, failure of the Contractor to complete all Work under this Contract, as required herein above, shall result in the Contractor paying the Owner the amounts specified in the Agreement per calendar day as agreed-upon liquidated damages accrued by the Owner as a result of not having 100 percent use of the facilities, and for administrative costs, professional services, and other overheads: \$100 per calendar day.

Said payment of liquidated damages at the daily rate specified in the Agreement shall continue until all Work is satisfactorily completed, as specified, and so determined by the Engineer. The Owner shall have the right to collect the above-described liquidated damages by deducting said amounts from funds payable to the Contractor, or by such other means as are available. In addition to the above liquidated damages for delay in performance, the Owner reserves all rights and remedies he may have against the Contractor for breach of Contract.

Basic professional engineering services include, but are not limited to, construction observation, restaking, subgrade testing, progress review meetings, and preparation of pay request forms.

3.6 - APPLICABLE CODES, REGULATIONS, AND WORKMANSHIP

All Work shall conform to the requirements of all national, state, and local laws, ordinances, building codes, or other regulations that are in effect at the place of Work. Workmanship shall be of the best known to the trades. No makeshifts will be permitted anywhere in the Work. Whenever any Work is rejected by the Engineer, such rejected Work shall be removed at once from the Project and shall be replaced with Work conforming to the requirements of the Contract Documents.

3.7 - STORAGE OF MATERIALS AND EQUIPMENT

Limited storage space for materials and equipment will be available at the Site. The Contractor shall store materials and equipment in a manner which will preserve quality and fitness. Storage areas shall be subject to approval of the Owner.

3.8 - CONSTRUCTION FACILITIES BY CONTRACTOR

The Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of Work, and remove upon completion of Work. The Contractor shall provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to the Site where Work is in progress. The Contractor shall remove all construction facilities upon completion of Work, and clean up areas disturbed by construction to a machine finish.

3.9 - SAFETY REQUIREMENTS

The Contractor shall be solely and exclusively responsible for providing temporary ladders, guard rails, shoring, bracing, dewatering, if required, warning signs, night lights, and other safeguards desirable or required, and shall comply with all federal, state, and municipal safety requirements. The Contractor shall be responsible for protecting the Work and stored materials until completion and acceptance of the Work by the Owner. It shall be the sole and exclusive responsibility of the Contractor to provide a safe place to work for all laborers, mechanics, and other persons employed on, or in connection with, the Project, and nothing in these Contract Documents shall be construed to give any of such responsibility to the Owner or the Engineer.

The Contractor shall, in accordance with the above and at his own expense, erect suitable barriers around all excavations, obstructions, or dangerous areas, and shall place and maintain sufficient lighting during the night for this purpose on or near the Work. The Contractor will, at all times, until its completion and final acceptance, protect his Work, apparatus, and material from accidental or other damage and shall make good any damages thus occurring at his own expense.

The Contractor will be held solely responsible for the safety, proper construction, and perfection of the entire Work, until the same has been finally accepted and paid for by the Owner. The Contractor shall be solely responsible for conducting his Work in compliance with the latest requirements of the "Occupational Safety and Health Act," the Nebraska State Department of Labor and Safety, and requirements of such other agencies that have jurisdiction over such operations. The Owner/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. He shall not be responsible for the Contractor's failure to carry out the Work in accordance with the requirements of the Contract.

3.10 - SHOP DRAWINGS

The Contractor shall submit to the Engineer for review, in accordance with the accepted schedule of shop drawing submissions, copies of all shop drawings, as specified in this section. The data shown on the shop drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required. Within 14 days after the Notice to Proceed has been issued, the Contractor shall submit to the Engineer six copies of a schedule of shop drawing submittals, which shall indicate the date the Engineer can expect to receive the shop drawings on the various equipment and construction details. Schedules to assure completion within the contract period will be the sole responsibility of the Contractor; however, the Contractor shall submit shop drawings on an earlier date than indicated on the schedule if requested to do so by the Engineer.

Shop drawings submittals shall include, but not be limited to:

- Concrete mix design

The Contractor shall check and verify all field measurements, all dimensions on shop and setting drawings, and all schedules required for the Work of all the various trades. All shop and setting drawings, certificates, concrete mix designs, and required design computations must be approved by

the Contractor prior to submission to the Engineer. Shop drawings shall be submitted in sufficient number of copies to provide the Engineer with four copies and as many extra copies as may be desired by the Contractor, his Subcontractors, and/or Suppliers. In no case shall the number of copies submitted be less than six. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No." This number will form a serial number for identifying each submittal. If initial submittal, indicate by checkmark; if resubmittal, indicate by inserting the transmittal number of the previous submission of the same item.

The review of shop drawings by the Engineer is for the purpose only of checking for general conformance with the design concept of the Project and for general compliance with the information given in the Contract Documents. Any action taken on shop drawings by the engineer does not relieve the Contractor of responsibility for proper dimensioning, for detailing of connections, and incorporating into the work satisfactory materials and equipment meeting the requirements of the Contract Documents. If errors in shop drawings are not detected in the Engineer's review, the Contractor is not relieved from the responsibility to comply with the Contract Documents and the Engineer's review shall never be construed as permitting the Contractor to proceed in error. It is understood that where a shop drawing is submitted for review for compliance with a performance specification, it is impossible to determine with certainty whether the item or process covered by the shop drawing will conform to the requirements of the Contract Documents. Regardless of any information contained or not contained in the shop drawings, the requirements of the Drawings and Specifications and other Contract Documents must be followed and are not waived or superseded in any way by the shop drawing review.

Shop drawings shall be submitted covering all equipment and structural details proposed by the Contractor and for such other items required by the Specifications or requested by the Engineer. Where shop drawings consist of special drawings prepared by the Contractor, his Subcontractor, or Suppliers, one reproducible paper sepia copy, and one print thereof may be submitted to the Engineer in lieu of the several copies specified above. The Contractor shall furnish additional copies of final corrected shop drawings upon request.

The Contractor will also submit to the Engineer for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and deemed to have been approved by the Contractor, identified clearly as to material, manufacturer, pertinent catalog number, and the use for which intended.

At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or sample may have from the requirements of the Contract Documents.

Any action taken on a separate item as such will not indicate that the same action applies to the assembly in which the item functions. The Contractor will make any corrections required by the Engineer, will return the required number of corrected copies of shop drawings, and resubmit new samples until the Engineer does not take exception to them. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections called for by the Engineer on previous submissions. The Contractor's submission of shop drawings or samples shall constitute a representation to the Owner and Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue number and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents. The Contractor's submission of shop drawings shall constitute a representation to the Owner and the Engineer that the Contractor certified the items submitted meet the latest requirements of the Occupational Safety and Health Act of 1970, and current applicable revisions thereof; including any standards or regulations established by the U.S. Secretary of Labor in the administration of said act.

No Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by the Engineer. A copy of each reviewed shop drawing and each sample shall be kept in good order by the Contractor at the Site, and shall be available to the Engineer or Project representative.

The Engineer's review of shop drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has, in writing by separate letter, called the Engineer's attention to such deviation at the

time of submission, and the Engineer has given written approval to the specific deviation. Nor shall any action taken by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

3.11 - MODIFIED DRAWINGS

The Contractor shall maintain, at the construction Site, one complete set of Drawings suitably marked to show all deviations from the original set of Drawings and other information, as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all Work as constructed. All Work shall be clearly shown and the modified Drawings shall be satisfactory to the Engineer in order to ensure that adequate information is indicated to show the actual construction. One complete set of the modified Drawings shall be furnished to the Engineer, prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of modified Drawings on the Project Site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

3.12 - INCIDENTAL WORK

All items and Work necessary to construct the Project in accordance with the Contract Documents, not called out on the Bid, such as, but not limited to, dewatering, removal and replacement of culverts, street signs, mail boxes, fences, steel and concrete posts, sodding, and gravel resurfacing are considered incidental to the Contract price; and the Contractor shall adjust his Bid accordingly.

3.13 - MOBILIZATION

This Work shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; and for all other work and operations which must be performed or costs incurred before beginning Work at the Project Site.

The Contractor must include all costs that he/she expects to incur for all movements of his/her equipment and personnel in the unit prices listed in the bid schedule. Additional payments will not be made should the Contractor elect to move his/her equipment and/or crew to another Project Site before the Contracted Work is complete or if the Contractor fails to adequately assess the actual cost of mobilization for the Contracted Work.

Mobilization is considered incidental work for this Project.

3.14 - FUNCTION OF COMPLETED PROJECT

The intent of the Contract Documents is to provide a Project that is complete without additional Work being performed thereon. It will be the Contractor's obligation to provide such a Project and to complete all grading, backfilling, raking, repairs, and associated work prior to the final acceptance.

3.15 - ONE-YEAR CORRECTION PERIOD

If, after approval of final payment, and prior to the expiration of one year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or if any Work has been rejected by the Owner, remove it from the Site and replace it with non-defective Work.

It shall be the duty of the Contractor to notify the Owner, in writing, within 30 days prior to the expiration of the one-year period to make the final observation of the Work. Unless the Contractor shall furnish such notices, the obligation to maintain the Work shall continue in force until such notices have been furnished, the Work observed, and any required corrections made.

3.16 - ELEVENTH-MONTH OBSERVATION

It shall be the duty of the Contractor to notify the Owner and Engineer, in writing, of the expiration of 11 months from the date of completion or final acceptance of the Project, in order that an observation of the Work can be conducted.

At the time of the 11th-month observation, if there is any Work found to be defective, the Contractor will promptly, without cost to the Owner and with the Owner's written instructions, either correct such deficient Work; or if any Work has been rejected by the Owner, remove it from the Site and replace it with non-deficient Work.

Unless the Contractor shall furnish such notices, the obligation to conduct this observation shall continue, in force, until such notices have been furnished, the Work observed, and required corrections made.

3.17 - PROJECT SCHEDULING

It will be the responsibility of the Contractor to coordinate construction schedules with the Owner.

3.18 - EASEMENTS

The Contractor shall not enter private property, if any, within the Project limits for construction purposes until he has received official notification from the Owner that the necessary temporary or permanent easements have been obtained for the property in question. The Contractor shall hold and save the Owner and Engineer free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operation on premises of a third person, except where permanent facilities are shown on the Drawings or specified. All such areas so disturbed by the construction operation shall be restored by the Contractor to a condition equivalent to that existing prior to use by the Contractor.

3.19 - SERVICE FACILITIES

Water, electricity, compressed air, and other services shall be furnished by the Contractor to meet his own requirements.

3.20 - SITE GRADING

Finish grading of all areas within the Project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth and free from irregular surface changes and suitably prepared for paving, crushed rock surfacing, seeding or sodding where indicated on the Drawings or required in the Specifications.

Protect all newly graded areas from erosion or damage from other sources. Any settlement or erosion that occurs prior to acceptance of the Work shall be repaired without additional cost to the Owner.

3.21 - TRAFFIC AND PEDESTRIAN CONTROL - USE OF STREETS

The Contractor will be permitted to block off a portion of a paved drive on which work is in progress. The Contractor shall only block off section approved by Owner.

The Contractor shall erect and maintain such barricades, construction signs, detour signs, torches, red lanterns, traffic signs, flag persons, and guards as may be required by the Owner to protect persons from injury and to avoid property damage during construction. The Contractor shall notify the Owner at least 48 hours in advance of any planned drive closings and shall comply with all Owner requirements.

3.22 - AWARD OF CONTRACT

The Contractor shall note that the Owner reserves the right to award the contract to the Bidder whose Bid is the most advantageous to the Owner, based on the total aggregate bid for the Work, start date,

completion date, length of construction time, materials, and past performance on contracts with the Owner.

The Owner reserves the right to award any combination of base bid, alternates, and/or additions, if any.

3.23 - CLEANUP

At the completion of the Project, the Contractor shall remove all debris resulting from his construction Work on the Project, including the removal of all broken pipe, concrete, excess dirt, and other materials, leaving the Project Site in the same or better condition than existed prior to construction.

ARTICLE 4

P.C. CONCRETE PAVING AND SIDEWALK CONSTRUCTION

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ARTICLE 4

P.C. CONCRETE CONSTRUCTION

4.0 - DESCRIPTION OF THE WORK

The Work covered by this section of the Project Manual consists of furnishing all labor, equipment, materials, and performing all operations in connection with the excavations, grading, preparation of subgrade, and construction of air-entrained Portland Cement concrete in strict accordance with this section of the Specifications and the applicable Drawings. Concrete for the construction of all concrete shall be NDOR Type BX-3000.

4.1 - EXCAVATION AND EMBANKMENT

Excavation and embankment of every description, and of whatever substance encountered within the limits of this Project, shall be performed to the lines and grades indicated on the Drawings, or as directed by the Owner/Engineer. Except as otherwise permitted by the Owner/Engineer, all excavated areas shall be excavated in such a manner as would afford adequate drainage. No excavation material shall be considered to be property of the Contractor.

4.2 - SUBGRADE

The bottom of the excavation for the concrete shall be known as the subgrade and shall conform to the lines, grade, and cross section to be laid out by the Contractor.

All soft and yielding material, and other portions of the subgrade which will not compact readily when rolled or tamped, shall be removed as directed and replaced with suitable materials placed and compacted as specified herein.

The subgrade shall have uniform density and be compacted at, or slightly above, the optimum moisture content. The subgrade shall be thoroughly compacted with suitable equipment. The subgrade shall be finished in an acceptable condition at least one day in advance of the concrete construction.

Concrete shall not be placed upon a soft, spongy or frozen subgrade, or other subgrade, the stability of which is, in the opinion of the Owner/Engineer, unsuitable for the placement of concrete.

The subgrade shall be in a moist condition at the time any concrete is placed. It shall be thoroughly wetted a sufficient time in advance of the placing of the concrete to insure that there will be no puddles or pockets of mud when the concrete is placed, but shall not be allowed to dry out before the concrete is placed.

4.2.1 - Subgrade Compaction Requirements

The subgrade for cohesive soils with more than 10 percent passing the No. 200 sieve shall be compacted to a minimum of 95 percent, and not to exceed a maximum of 98 percent, of the maximum dry density of the standard proctor prior to the placement of any concrete. The maximum dry density and optimum moisture content of the subgrade shall be in accordance with ASTM D698, and in-place density tests shall be in accordance with ASTM D2167, D2922, or D4564.

Non-cohesive soils with less than 10 percent passing the No. 200 sieve shall be compacted by an approved method to at least 70 percent relative density. The compaction standard to be utilized to determine the relative density is ASTM D4253 and D4254.

Crushed aggregate and earthen mixture shall be compacted to 95 percent of the maximum dry density of the standard proctor or 70 percent of relative density of the mixture as determined by ASTM D2049.

The Contractor shall adjust the moisture content of the subgrade to not more than three percent above, or three percent below, the optimum moisture content.

4.2.2 - Protection of Subgrade

The finished subgrade shall be maintained in a smooth and compacted condition until the concrete has been placed.

4.3 - GRADING

4.3.1 - Overexcavation

The Contractor shall overexcavate, scarify, mix, and recompact a minimum of one foot below the bottom of the finished paving slab elevation. Contractor shall grade accordingly or remove, stockpile, and replace the top six inches. Compaction shall be in six-inch lifts.

This Work is considered incidental and shall be included in the appropriate paving Bid item.

4.3.2 - Final Grading

Contractor shall grade and backfill behind the concrete in a neat workmanlike manner. All excess concrete and debris shall be removed from the project. Material used for backfilling shall be suitable for seeding and shall not contain broken concrete, organic material, etc.

The Contractor shall not move heavy equipment on the new concrete within one week of placement without permission of the Owner/Engineer.

4.4 - MATERIALS

4.4.1 - Concrete

Concrete shall be composed of Portland Cement, aggregates, and water, and conform to the NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1002. Air entrainment shall be provided by the addition of an air-entraining agent to Portland Cement. These materials shall be furnished only from sources of supply approved by the Engineer before shipments are started. The basis for approval of such sources shall be the ability to produce materials of the quality and in the quantity required.

4.4.2 - Portland Cement

Portland Cement shall conform to the NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1004. Type I or II Portland Cement shall be used and conform to ASTM C150. Fly ash shall be Class C or F conforming to ASTM C618 and NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1008.

4.4.3 - Air-Entraining Agent

Air-entraining admixtures shall conform to the requirements of ASTM C260 and NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1007.

4.4.4 - Aggregates

All aggregates shall meet the NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1033. Gradation limits of final aggregate, Class B, shall meet Table 1033.02A; and coarse aggregate, Class E, shall meet Table 1033.03A. Aggregates with adversely reactive constituents shall not be used.

The aggregate (both fine and coarse) shall be handled so that its moisture content and gradation is reasonably uniform and does not change appreciably from batch to batch or hour to hour.

No aggregates shall be used which have become mixed with foreign material while in storage. Frozen aggregates, or aggregates containing frozen lumps, shall be thawed before use.

4.4.5 - Water

Water used in mixing or curing concrete shall be clean and free from injurious amounts of oil, acids, salt, alkali, organic materials, or other substances harmful to concrete. Water for concrete shall meet NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1005. Water from public supplies, or which is suitable for drinking, is satisfactory.

4.4.6 - Reinforcing Steel

Reinforcing steel, if specified, shall be deformed Grade 40 billet steel and conform to the NDOR Standard Specifications for Highway Construction, 2007 English Edition, Section 1020, and the latest ASTM Designations as follows:

Bars and rods	ASTM Designation A615
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4.4.7 - Approval of Concrete Mixes

Prior to construction, the Contractor shall submit and have tested by a reputable testing laboratory all materials proposed to be used under these Specifications. Results of the tests shall be submitted to the Engineer prior to placement. No material shall be used until it has been approved by the Engineer in writing. The Contractor shall acquire from the testing laboratory its recommended job mix and aggregate gradation curve, based on materials submitted, and submit them to the Engineer for approval prior to construction. The costs of these tests and job mix designs shall be borne by the Contractor. The Contractor shall furnish the Engineer with the ready-mix plant and aggregate source prior to construction.

Mix design furnished and certified by the ready-mix plant shall be acceptable in lieu of the testing lab. The mix design by the concrete supplier shall include a signed statement that it meets the specifications.

4.5 - JOINTS

All joints shall be constructed and spaced as shown on the Drawings. Details of joints are included in the Drawings.

4.5.1 - Expansion Joints

Expansion joints shall be 1/2 inch from the bottom of the slab to 1/2 inch from the top of the slab at the width as indicated on the Drawings. Expansion joints shall be premolded fiber conforming to ASTM D544 and AASHTO M 33, M 153 Type 3. Expansion joints for sidewalks shall be non-extruding, preformed joint fillers similar to Soneborn, Sonoflex F, foam expansion joint filler, or approved equal. Closed cell polyethylene foam backer rods may be utilized in sidewalk joint construction.

The top 1/2 inch shall be filled with sealing compound. Expansion joints shall be placed at locations noted on the Drawings. Expansion joints are considered incidental Work and shall be included in the Bid.

4.5.2 - Contraction Joints or Construction Joints

Joints shall be either sawed or hand-tooled and cut using a straight edge and trowel while the concrete is still plastic. Joints shall be cut to a depth of 1/4 of the slab thickness and rounded and smoothed with a joint tool or edger. Joints that result in premature and uncontrolled cracking shall be revised immediately by adjusting the time interval between the placing of the concrete and the cutting of the joints. The longitudinal and transverse joints shall be filled with sealing compound.

4.5.3 - Joint Sealing Compound

Sealing material for filling and leveling of all sidewalk expansion joints shall be Sika Corporation, Sikaflex-1C, self leveling, polyurethane elastomeric sealant, or approved equal. The sealant shall meet ASTM C920. The sealant shall dry in a color as approved by the Owner.

4.6 - MIXING AND PLACING

4.6.1 - Batching

Measurement and batching of cement and aggregates shall be by weight on scales accurate to within one-half of one percent. One sack of cement shall be considered to weigh 94 pounds net. Bulk cement and cement from fractional sacks shall be weighed.

4.6.2 - Proportioning Concrete

Proportions of cement, water, and aggregates shall conform to the standard proportions for pavement concrete of the Department of Roads BD-3000.

All concrete shall be air-entrained and the volume of air in the freshly mixed concrete shall be obtained by using an air-entraining admixture. For a method of measuring air content see Section 4.6.7. Air-entrained concrete shall have a total air content of 5 to 7-1/2 percent by volume of the plastic concreting, including natural entrained air found in Portland Cement.

The minimum cement and fly ash content shall not be less than six sacks (94 pounds per sack) per cubic yard of concrete. The maximum fly ash content shall be 98 pounds. The maximum water/cementitious ratio shall be 0.48. The Contractor is responsible to adjust the water/cementitious ratio so that the concrete supplied achieves the required compression strength without exceeding the maximum water/cementitious ratio.

4.6.3 - Compression Tests

Compression test specimens shall be made in the field, as required by the Owner/Engineer and in accordance with ASTM Designation C31 and cured in accordance with AASHTO T 23. When tested in accordance with ASTM C39 and AASHTO T 22, assumed minimum compressive strength shall be 7 days, 2,100 psi; 28 days, 3,000 psi for concrete.

There shall be a minimum of three cylinders taken each day that concrete is placed up to 1,000 square yards in which an additional three cylinders shall be taken for each additional 1,000 square yards placed. Cylinders shall be taken on the first load and be clearly marked as to location and Project. Cylinders shall be made in accordance with ACI and NDOR Specifications. One cylinder shall be broken at 7 days, the second at 28 days, and the third as a spare for retest.

All compression tests shall indicate location of concrete poured. All compression test results shall be signed by a professional Engineer of the State of Nebraska.

Approval of pay requests is subject to receipt and acceptance of all testing information.

4.6.4 - Consistency

The slump of the concrete shall be from one to three inches. The consistency shall be measured as described in the current ASTM Standard Method of Slump Test for Consistency of Portland Cement Concrete (Designation C143), or the method of test for ball penetration for Portland Cement Concrete, ASTM Designation 360.

4.6.5 - Workability

Concrete shall at all times be of such consistency that it can be worked into corners and angles of the forms and around joints, dowels, and tie bars by the construction methods used, without excessive spading, segregation, or undue water or laitance on the surface.

4.6.6 - Ready-Mixed Concrete

Ready-mixed concrete shall be mixed and transported in accordance with the current ASTM Specification for Ready-Mixed Concrete (Designation C94). Any concrete which is not plastic and workable without adding water when it reaches the subgrade shall be rejected.

4.6.7 - Measuring of Air Content

The air content of freshly mixed air-entrained concrete shall be checked at least three times daily. Concrete with air contents above or below the amount specified in Section 4.6.2 shall be corrected by adjustments in the mix design or quantities of air-entraining admixture being used.

The air content shall be measured in accordance with NDOR T121 or T152 and ASTM C231 or ASTM C173.

4.7 - FORMS AND EQUIPMENT

4.7.1 - Forms

Forms shall be made of metal or wood and shall have a depth equal to, or greater than, the prescribed edge thickness of the concrete slab. Each section of form shall be straight, clean, and free from bends or warps. The maximum deviation of the top surface of any section shall not exceed 1/8 inch, or the inside face not more than 1/4 inch from a straight line. The method of connection between sections shall be such that the joint thus formed shall be free from movement in any direction. Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed, and the impact and vibration of any equipment which they support, without springing or settlement.

4.7.2 - Setting Forms

The subgrade under the forms shall be compacted and cut to grade so that the form, when set, will be uniformly supported for its entire length at the specified elevation. Forms shall be jointed neatly and in such a manner that the joints are free from play or movement in any direction. Forms shall be set, as herein specified, for at least one day's construction ahead of the actual placing of the concrete. The supply of forms shall be sufficient to permit their remaining in place for at least 12 hours after the concrete has been placed. All forms shall be cleaned and oiled each time they are used.

4.7.3 - Grade and Alignment

The concrete shall be mixed in quantities required for immediate use and shall be deposited on the subgrade to the required depth and width. The concrete shall be placed as uniformly as possible in order to minimize the amount of additional spreading necessary.

While being placed, the concrete shall be spaded or vibrated and compacted with suitable tools so that the formation of voids or honeycomb pockets is prevented. The concrete shall be especially well spaded or vibrated and tamped against the forms and along all joints.

No concrete shall be placed around structures until they have been brought to the required grade and alignment.

4.7.4 - Cold Weather Concreting

Except by specific written authorization, concreting shall cease when the descending air temperature in the shade and away from artificial heat falls below 40 degrees F. It shall not be resumed until the ascending air temperature in the shade and away from artificial heat rises to 35 degrees F and with a favorable weather forecast.

4.8 - CONSOLIDATING AND FINISHING

The concrete shall be struck off and consolidated with a mechanical finishing machine or by hand finishing methods. If requested by the Owner, the Contractor shall construct a minimum of three two-foot by two-foot concrete test panels with different finishes for the Owner to determine the type of desired finish. The test panel and finishing is considered incidental work and shall be located at an approved Site.

4.8.1 - Final Surface Finish

The final surface of the concrete shall have a uniform texture free from excessive harshness. The Owner may require changes in the final finishing procedure, as required, to produce the desired final surface texture.

4.9 - CURING

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and from rain, flowing water, and mechanical injury for a period of not less than five days from the beginning of the curing operation. Moist curing, polyethylene sheeting, liquid membrane compounds, or a combination thereof, may be used for curing, as approved by the Owner/Engineer. Curing method shall be suitable for colored concrete and texture.

Immediately after the finishing operations have been completed, the entire surface shall be covered by the curing medium, which is applicable to local conditions and approved by the Owner/Engineer. The edge of the concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab surface and to prevent injury to concrete edges.

The use of a covering material which contains or becomes contaminated with tannic or any substance considered detrimental to Portland Cement will not be permitted.

The initial curing medium shall be effective and shall be applied so as to prevent checking, cracking, and the appearance of dry spots in the surface of the concrete. The Contractor shall have the equipment needed for adequate curing at hand and ready to install before actual concrete placement begins. Failure to provide sufficient cover material of the type selected, failure to maintain saturation for the entire curing period in the moist-curing methods, lack of water to adequately care for both curing and other requirements, or other failures to comply with requirements shall be cause for immediate suspension of concreting operations.

4.9.1 - Moist Curing

Moist curing shall be accomplished by covering of burlap, cotton mats, or other approved fabric mat used singly or in combination.

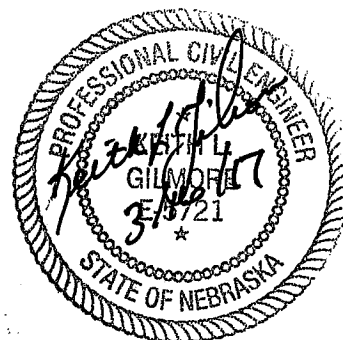
Curing mats shall be thoroughly wet when applied and kept continuously wet and in intimate contact with the pavement surface for the duration of the moist curing period. Other fabric mats shall conform in design and shall provide a curing medium at least equal to cotton mats. Cotton mats, other fabric mats, and burlap strips shall be furnished in the widths or lengths, after shrinkage, required to cover the entire width and edges of the concrete. Mats or burlaps shall be lapped at joints between adjacent sheets to prevent drying of this location. Moist curing, when used as initial curing, shall be continued for not less than 24 hours.

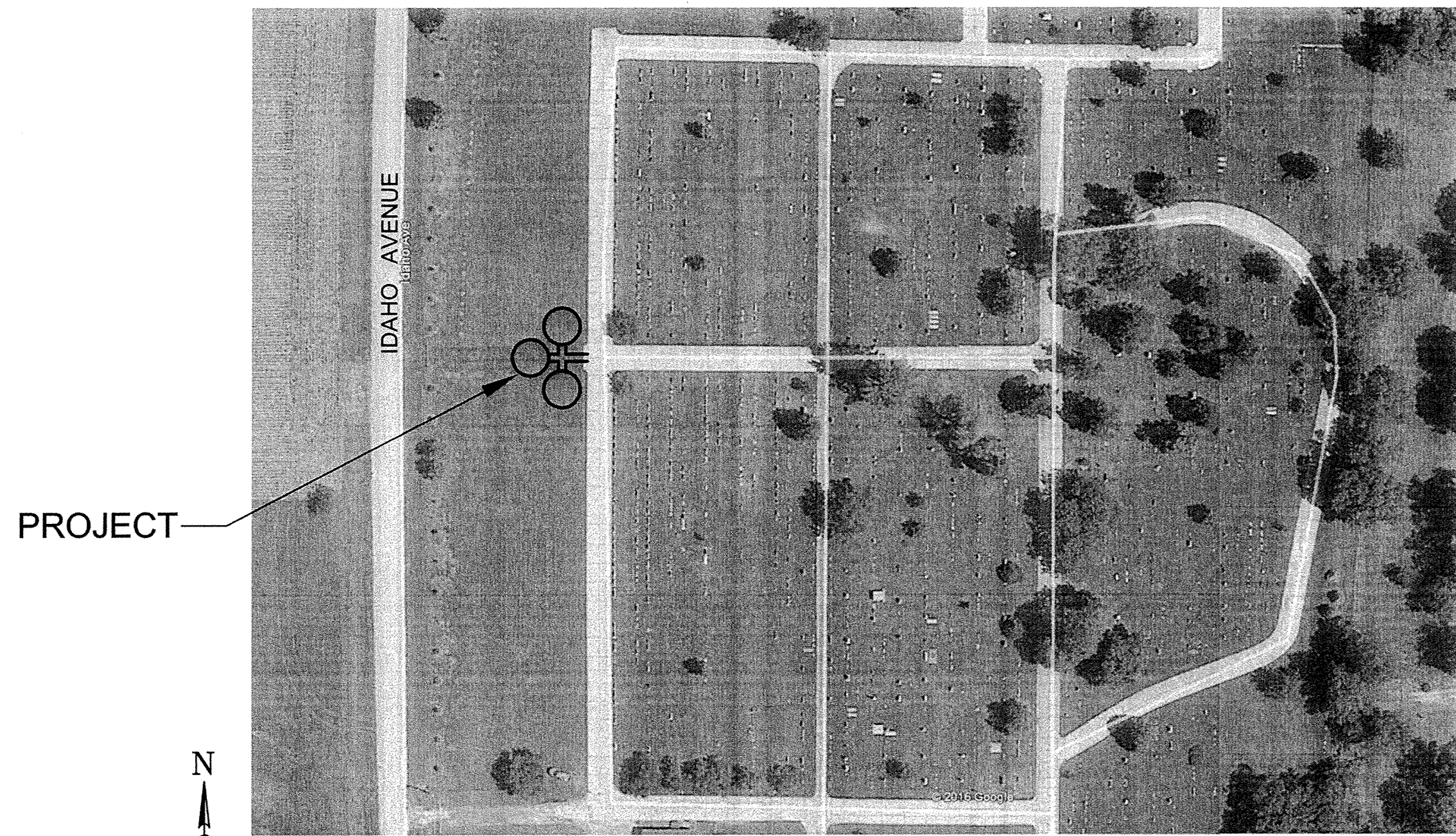
4.9.2 - Liquid Membrane Curing Compound

Curing and sealing compound shall be "LUMISEAL PLUS" as manufactured by Laticrete International, Inc. Coverage shall be 1 gallon per 300 sq. feet for decorative concrete. Contractor shall follow manufacturers recommendation's for application.

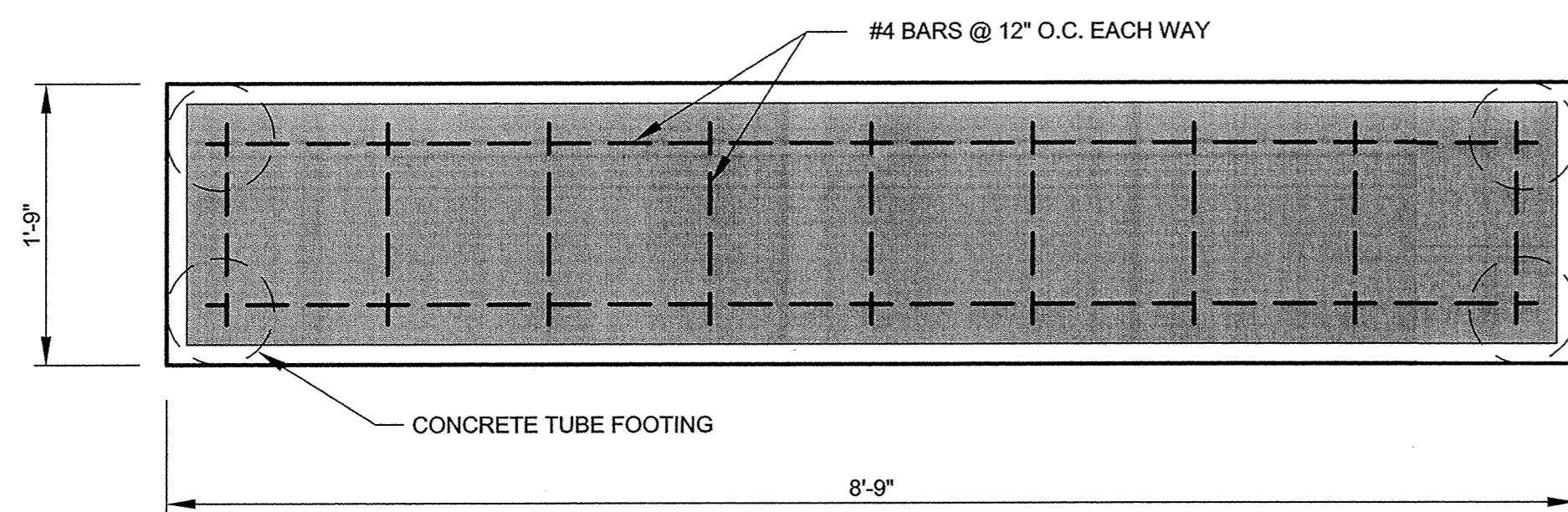
4.10 – CONCRETE COLOR AND TEXTURE/STAMPING

Contractor shall note that the concrete for all flat work shall be colored and textured/stamped as approved by the Owner. The Owner desires that the finished color and texture/stamping be similar to concrete work located at the fountain in the city park behind the City Hall. The Contactor shall provide test panels to match the desired color and stamping if requested by the Owner.

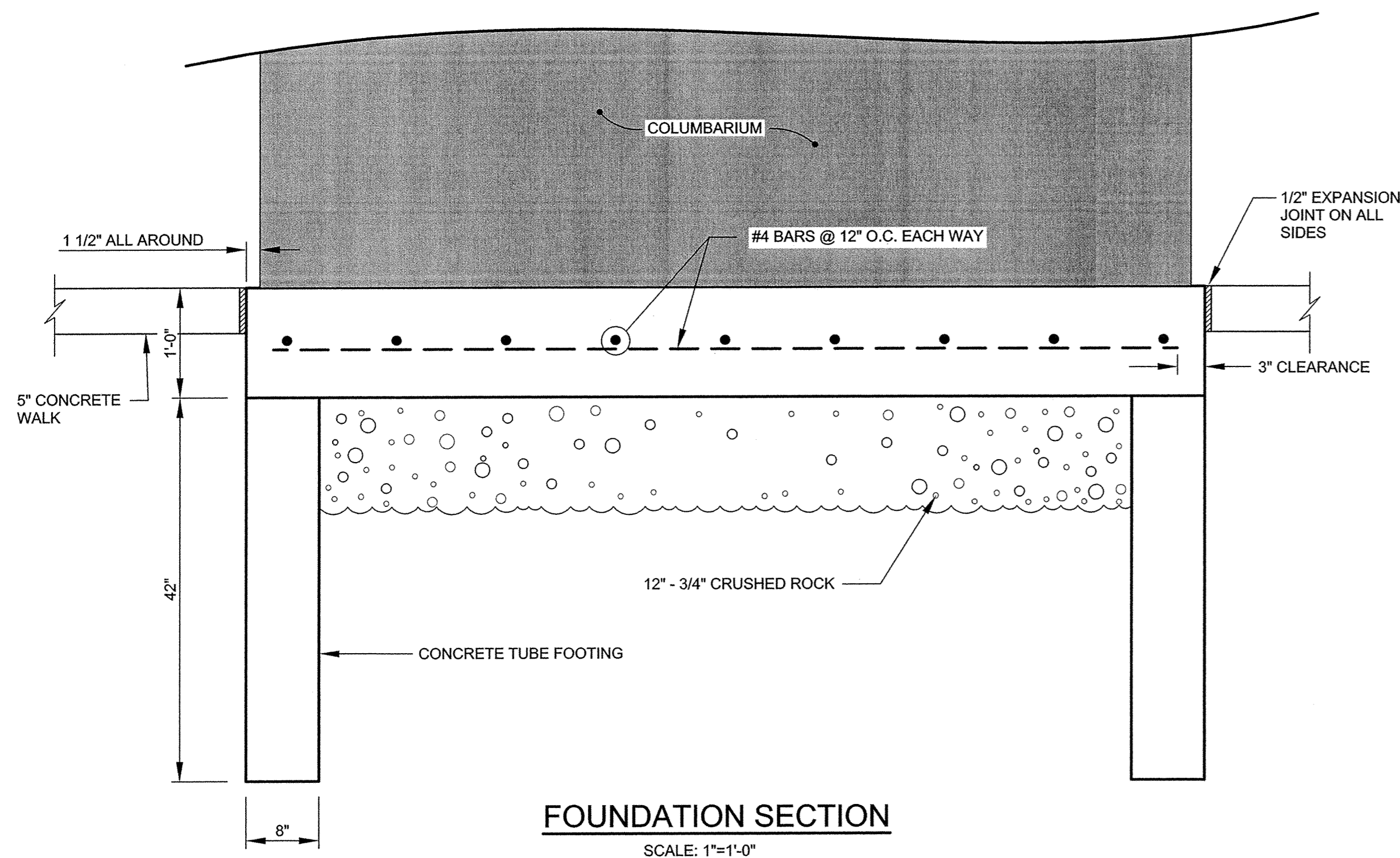




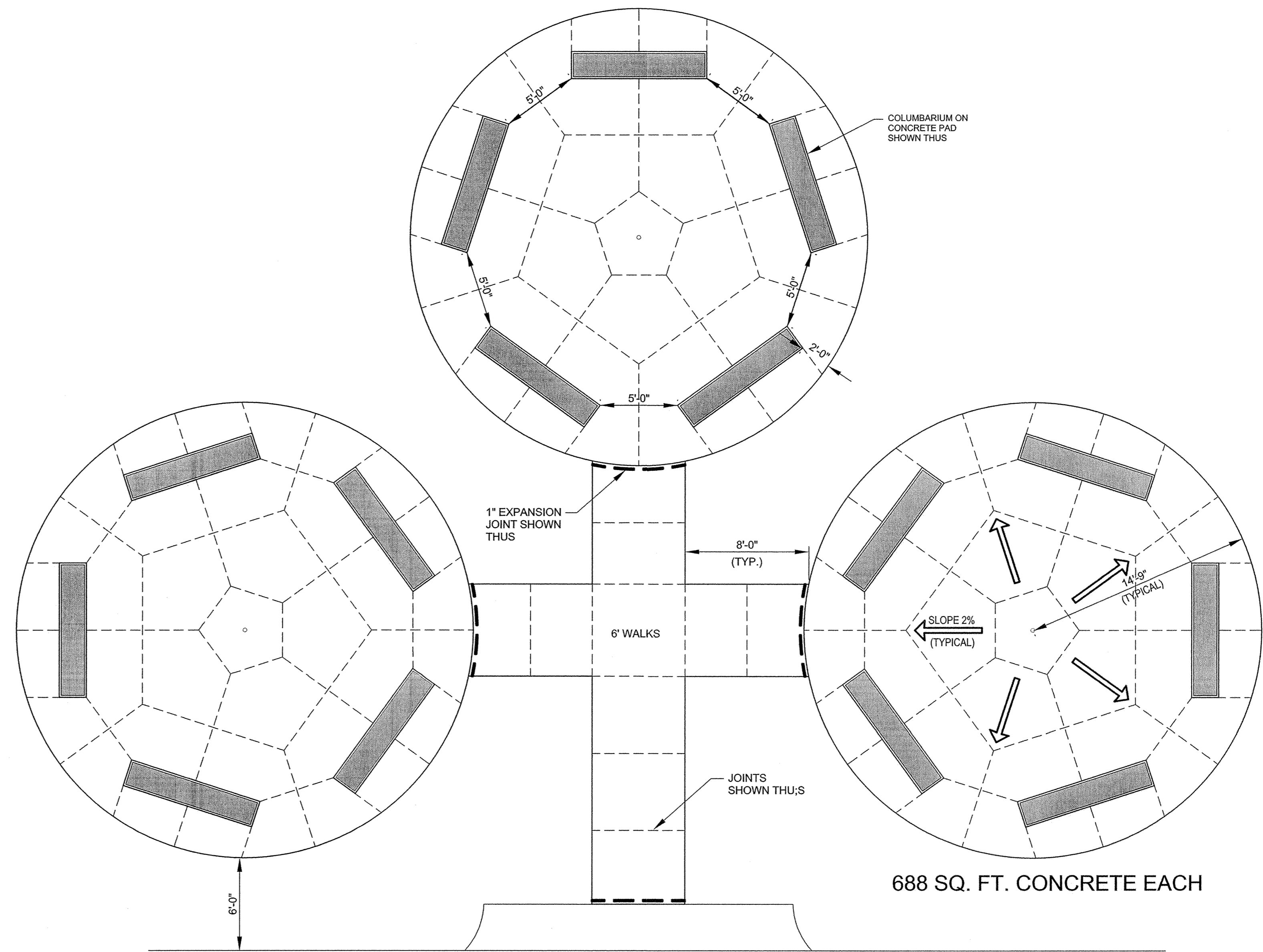
LOCATION MAP
SCALE: 1"=100'



PLAN

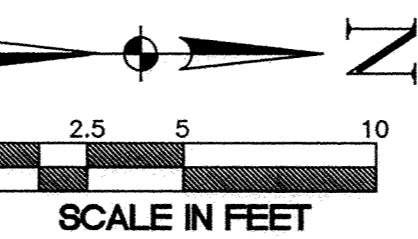


FOUNDATION SECTION
SCALE: 1"=1'-0"



ROAD

PLAN
SCALE: 1"=5'

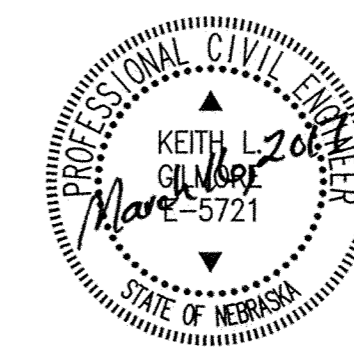


NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO COMMENCING CONSTRUCTION WORK. CONTRACTOR SHALL NOTIFY ALL UTILITIES VIA THE ONE-CALL SYSTEM IN ACCORDANCE WITH STATE REGULATIONS.
2. ALL GEOLOGICAL INFORMATION AND ALL TESTING IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. COPIES OF ALL TESTS AND REPORTS SHALL BE FORWARDED TO THE ENGINEER IMMEDIATELY FOR REVIEW. APPROVAL OF PAY REQUESTS IS SUBJECT TO RECEIPT OF SAID TESTING RESULTS.
4. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL, INCLUDING, BUT NOT LIMITED TO, SIGNAGE, BARRICADES, CONSTRUCTION TAPE, AND RELATED ITEMS.
5. EROSION AND SEDIMENT CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE BID.
6. EXCESS EARTHEN MATERIAL, IF ANY, SHALL BE HAULED AND PROPERLY DISPOSED OF BY THE CONTRACTOR. EXCESS MATERIALS OTHER THAN EARTH SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL FURNISH ANY FILL AND BACKFILL MATERIAL REQUIRED.
8. ALL WORK REQUIRED TO BE PERFORMED IN ORDER TO CONSTRUCT THE PROJECT, WHICH IS NOT SPECIFICALLY DESIGNATED ON A BID ITEM IN THE BID, IS CONSIDERED INCIDENTAL WORK.

NOTES:

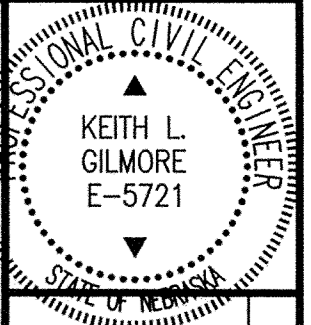
- WALK SHALL BE MINIMUM 5" THICK NDOR BX-3000. WALK SHALL BE STONE TEXTURE PATTERN, COLOR AND PATTERN TO BE APPROVED BY CITY.
- COLUMBARIUM PADS SHALL BE LEVEL. WALKS SHALL HAVE A MAXIMUM SLOPE OF 2%.
- PROVIDE #4 REBAR @ 30" O.C. EACH WAY FOR CONCRETE WALKS AND CONCRETE PAD.
- JOINT SPACING SHALL BE MAXIMUM 6 FT. OR AS APPROVED BY CITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT OF CONCRETE WALK AND PADS. OWNER SHALL APPROVE LAYOUT PRIOR TO BEGINNING CONSTRUCTION.
- ALL CIRCLES SHALL SLOPE FROM CENTER TO EDGE AT 2%.



ENGINEER'S CERTIFICATE

I, Keith L. Gilmore, hereby certify that this document was prepared by me or under my direct supervision, and that I am a duly registered professional engineer under the laws of the State of Nebraska.

Keith L. Gilmore
Keith L. Gilmore, Neb., PE No. E-5721



Diggers Hotline of Nebraska 1-800-331-5666
 Keith L. Gilmore
 E-5721
 PROFESSIONAL CIVIL ENGINEER
 STATE OF NEBRASKA

GILMORE & ASSOCIATES INC.
 Engineers-Surveyors
 Phone: (402) 664-2800
 Fax: (402) 664-2800
 Bldg. 505 2070 33rd Ave.
 Columbus, Nebraska 68502-0505

**COLUMBARIUM CONCRETE WORK
 CRETE, NEBRASKA
 PLAN & DETAILS**

DRN BY: RTK
 DATE: 3/13/2017
 SCALE: AS SHOWN
 PROJ.: 226.333
 F.B.:
 SHEET

Appendix D

HR Consulting

City of Crete (“Client”) and Zelle, LLC (“Zelle”) hereby agree as follows:

1. Description of Services Provided by Zelle. Zelle shall assist Client with consulting of Client’s staff in charge of human resources in order to provide information and planning guidance with respect to human resources issues that may be encountered from time to time. Zelle shall assist Client in the development of quarterly wellness activities to enhance employee engagement.
2. Duties of Client. Client shall provide Zelle any information and data necessary to perform the duties described in Section 1 above. It is Client’s sole duty to implement and utilize training, information and guidance furnished by Zelle in a manner that will be most beneficial to Client and in compliance with applicable laws and regulations.
3. Fees. In consideration for the Human Resources consulting services to be provided by Zelle hereunder, Client shall pay a fee to Zelle on a quarterly basis totaling the amount of \$20,000 per one (1) year of service.
4. Disclaimer. None of the advice or information provided to Client by Zelle constitutes legal advice nor is it intended as a substitute for obtaining legal advice. Client should refer to its own legal counsel for such advice.
5. Incorporation in Agreement. This Appendix D shall be incorporated as a part of the Master Human Resources Outsourcing Agreement between Zelle and Client dated March 11, 2016 (the “Master Agreement”).
6. Additional Indemnity. In addition to Section 23 of the Master Agreement, Client hereby agrees to indemnify and hold Zelle and its Party Affiliates (as defined in the Master Agreement) harmless from and against any and all Damages (as defined in the Master Agreement) arising from or in any way related to a claim made by any employee of Client or regulatory authority of Client. Client retains the final authority and responsibility for administering all matters for which Zelle provides assistance herein.

Zelle, LLC

By: _____

Name: Chad Thies

Title: President

Date: _____

City of Crete (Client)

By: _____

Name: _____

Title: _____

Date: _____

INFIELD CONDITIONING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the City of Crete, Nebraska, a Municipal Corporation, hereinafter referred to as **City**, and (name) _____, (address) _____, hereinafter referred to as **Contractor**.

WITNESSETH:

WHEREAS, City owns and operates a baseball field located in Tuxedo Park, in the City of Crete, in Saline County, Nebraska, hereinafter referred to as **Field** and desires to contract for infield conditioning services, hereinafter referred to as **Services**, and;

WHEREAS, City desires to contract with Contractor to supply the Services.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants and promises to be performed by the parties hereto, City and Contractor agree as follows:

1. Term. City hereby contracts with Contractor for a period of **one (1) year(s)** from the date of this agreement to supply necessary Services at the Field, all as set forth on Exhibit 1 attached hereto by reference as though set out in full.
2. Contractor's Duties. Contractor shall be responsible for supplying the necessary Services all as set forth on Exhibit 1 attached hereto.
3. Rate. City shall pay to Contractor as compensation for the services rendered pursuant to this agreement, throughout the life of this agreement, the amount of **Zero Dollars (\$0.00)** per week, payable monthly.
4. Required Equipment and Facilities. Contractor agrees to acquire, maintain and employ, during the term of this contract, equipment and personnel as are reasonably necessary to effect the objectives of this contract and to do all work in a good and workmanlike manner.
5. Insurance. Contractor shall secure and maintain such insurance policies as will protect itself, its Employees, its subcontractors and the City of Crete from claims for bodily injury, deaths, or property damage, which may arise from its operations, be they by itself or by any subcontractor, or anyone employed by it or them, directly or indirectly. Contractor shall each obtain and maintain the insurance coverage, as appropriate, as set forth below:
 - a. Comprehensive general liability insurance in the minimum amount of \$1,000,000.00, combined single limit, covering claims for bodily injury (including death) and property damage, including a contractual liability endorsement;
 - b. Worker's Compensation as required by law;
 - c. Shall make City listed as an additional insured; and

- d. Comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence.

Each policy obtained pursuant to this paragraph shall contain a clause or endorsement stating the waiver or subrogation contained in this paragraph shall not affect the right of an insured to recover under such policy. The Company shall provide City with certificates evidencing such insurance and said certificates of insurance shall contain a thirty (30) day notice of cancellation.

6. Indemnification. Contractor agrees that it shall protect, indemnify, and hold harmless City and its officers, members, employees and agents ("City Indemnified Parties") from and against all liabilities, damages, claims, demands, judgments, losses, costs, expense, suits, or actions and attorneys' fees, and shall defend City Indemnified Parties in any suit, including appeals arising out of the negligence or willful misconduct of Contractor, any of its agents or employees in connection with its obligations or rights under this contract. Contractor is not, however, required to reimburse or indemnify any City Indemnified Party for loss or claim due to the negligence or willful misconduct of any City Indemnified Party.

7. Assignment. Contractor agrees that it shall not and cannot assign this agreement or sublet it, in whole or in part, without the written consent of City.

8. Default and Remedies. The following constitute events of default:

- a. A party's failure to perform any material obligation provided in this agreement.
- b. A party's being or becoming insolvent or bankrupt; ceasing to pay its debts as they mature; making an arrangement for the benefit of its creditors; or consenting to the appointment of a receiver for any substantial part of its property; or
- c. Commencement of a bankruptcy, winding up, or similar proceeding by or against a party under the laws of any jurisdiction.

If, within a period of thirty (30) days after a party gives written notice to the other party that an event of default has occurred and is continuing and the party in default has not remedied such event of default, then the party that is not in default may terminate this agreement by giving written notice to the other party. This remedy shall be in addition to all other remedies that the parties may have under the law and in equity.

9. Relationship of Parties. Except as otherwise expressly provided herein, the relationship of Contractor to City shall be that of independent contractor, and no party to this contract shall by virtue of this contract have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this contract shall be deemed to constitute any party joint venture, partner, agent or legal representative of any other party to create any fiduciary relationship between or among the parties.

10. Waiver. The waiver by either party of a default or a breach of any provision of this contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the

existence of a default or breach shall not operate or be constructed to operate as a waiver of any default or breach.

11. Notices. Any notices or communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by facsimile, or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to Contractor: _____

If to City: City of Crete
PO Box 86
Crete, Nebraska 68333

Changes in the respective addresses to which such notices are sent may be made from time to time party's written notice to the other party.

12. Entire Agreement. The provisions of this contract shall constitute the entire agreement between the parties superseding all prior agreements and negotiations.

13. Severability. In the event that any provisions of this contract, for any reason, shall be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this contract or such appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this contract, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

14. Non-Discrimination. Contractor in performing its duties under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or disability.

15. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, the City nor Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an event constituting force majeure and any such failure or delay shall not constitute an Event of Default under this agreement.

Any event constituting force majeure means any act, event or condition which is beyond the reasonable control of the part(ies) adversely affected thereby, that has had or may reasonably be expected to have but requiring present action, a material adverse effect on the rights or the obligations of the parties under the Agreement. Such events shall include, but not be limited to, the following: an act of God, fire, explosion, flood, war, sabotage, change in law or condemnation.

The party experiencing an event constituting force majeure shall promptly notify the other party of such event and its estimated duration and impact or obligations under the Agreement.

Additionally, such party shall provide prompt notice of the cessation of such event of force majeure. Whenever such event of force majeure shall occur, the party claiming to be adversely affected thereby shall, as quickly as reasonably possible, use best efforts to eliminate the cause therefor, and resume performance under this Agreement.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

This agreement shall be binding upon the personal representatives, successors, heirs and assigns of the parties hereto.

Date

CITY OF CRETE, NEBRASKA,
A MUNICIPAL CORPORATION

By: _____

Mayor

ATTEST:

City Clerk

Date

Contractor Print

Contractor Signature, Title

EXHIBIT 1

Contractor agrees to perform the following maintenance on the Baseball Field at Tuxedo Park for the term of the agreement:

1. Mow the grass infield from dugout to dugout, no shorter than 2.25" during the months of March, April, May, September, October and November and no shorter than 2.5" during the months of June, July and August.
2. Water down base paths and dirt infield as needed.

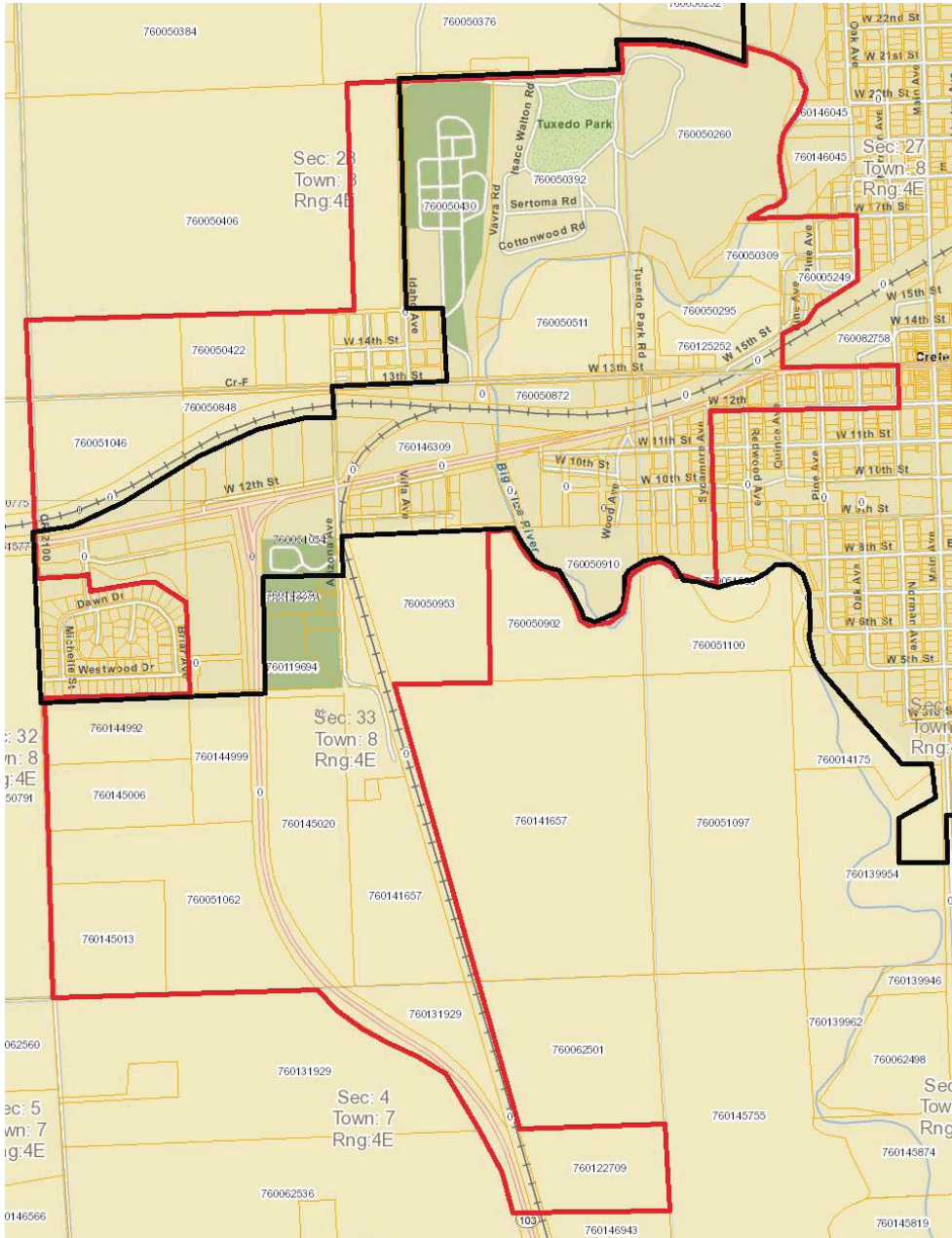
All fertilizing, edging, aerating, and irrigating will be done by the Parks & Recreation Department of the City.

All maintenance of the outfield will be done by the Parks & Recreation Department of the City.

CONTEXT MAP

REDEVELOPMENT AREA #2

CRETE, NEBRASKA



LEGEND

- Redevelopment Area
- Boundary
- City of Crete
- Corporate Limits

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

* Lincoln, Nebraska * 402.464.5383 *

Crete, Nebraska
 General Redevelopment Plan
 Crete Redevelopment Area #2

Crete, Nebraska

General Redevelopment Plan
Redevelopment Area #2.



Prepared for:

The City of Crete, Nebraska.



HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

October, 2015

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HANNA:KEELAN ASSOCIATES, P.C. COMMUNITY PLANNING & RESEARCH

*COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS**

Lincoln, Nebraska 402.464.5383 *

* Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl *

GENERAL REDEVELOPMENT PLAN

Purpose of Plan/Conclusion

The purpose of this **General Redevelopment Plan** is to serve as a guide for implementation of development and redevelopment activities within **Redevelopment Area #2**, in the City of Crete, Nebraska. Redevelopment and development activities associated with the **Nebraska Community Development Law**, State Statutes 18-2101 through 18-2154, should be utilized to promote the general welfare and enhance the tax base, as well as promote economic and social well-being of the Community.

A **General Redevelopment Plan** prepared for the Crete Community Development Agency (CDA) must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 2012 items (1) through (6). A description of these items is as follows:

- (1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the **General Redevelopment Plan** must further address the items required under Section 18-2113, "Plan; considerations", which the CDA must consider prior to recommending a redevelopment plan to the Planning Commission and City Council for adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and

other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

Location

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17th Street, thence east along said extended line and continuing to the east along said north line of 17th Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13th Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12th Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15th Street to its intersection with the east line of Idaho Avenue, also known as the west Corporate Limit Line, thence north along said west

Crete, Nebraska

General Redevelopment Plan
Crete Redevelopment Area #2

Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

The referenced **Redevelopment Area #2**, in the City of Crete, Nebraska, includes the following 172 Parcel ID #s:

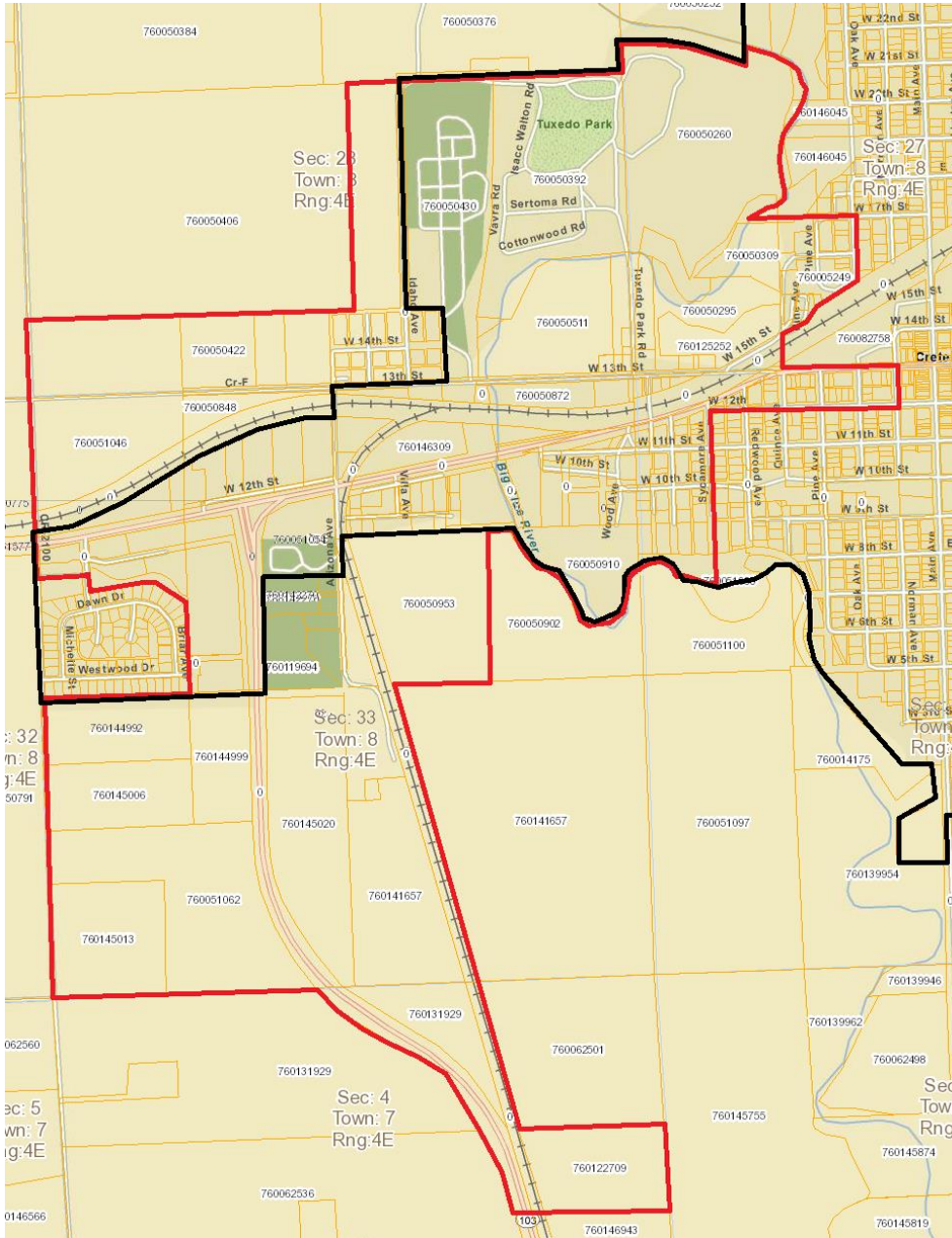
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Illustration 1, Context Map, identifies the location of **Redevelopment Area #2** in relation to the City of Crete. Portions of the **Redevelopment Area** are located adjacent, but outside the Corporate Limits of Crete. The primary streets within the **Redevelopment Area** are the Highway 33/103 Corridor and west 13th Street.

CONTEXT MAP

REDEVELOPMENT AREA #2

CRETE, NEBRASKA



LEGEND

- Redevelopment Area
- Boundary
- City of Crete
- Corporate Limits

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Crete, Nebraska
 General Redevelopment Plan
 Crete Redevelopment Area #2

The planning process for the **Redevelopment Area** has resulted in a listing of general planning and implementation recommendations. As discussed in the **Blight and Substandard Determination Study**, the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of **Redevelopment Area #2** as **blighted** and **substandard**.

Planning and Implementation Recommendations

To eliminate blighted and substandard conditions and enhance private development and redevelopment activities within the **Redevelopment Area**, the City of Crete will need to consider the following general planning and redevelopment actions. **Tax Increment Financing (TIF) should be considered as a tool to assist in financing both development and redevelopment projects.**

- Create an **“Economic Development Initiative,”** specifically, in the **Redevelopment Area** directed at increasing the tax base and creating jobs. Utilize TIF and private investment for the expansion of existing and the development of new businesses in conformance with the City’s Future Land Use Map and Zoning Regulations.
- Promote the development of new businesses along the Highway Corridor, combined with a local initiative to promote housing development as identified on the Future Land Use Map.
- Prepare an **Annexation Plan** for properties in **Redevelopment Area #2**, currently outside the Corporate Limits.
- **Acquire, demolish and replace** functionally and economically obsolescent commercial, industrial and residential properties throughout the **Redevelopment Area**.
- **Reuse vacant lots** and land areas throughout the **Redevelopment Area**, including along the Highway Corridor. The study of the **Area** identified parcels that are vacant and/or underutilized. Future commercial, public/quasi-public and residential uses should in accordance with the **Land Use Plan** should be marketed for new businesses in these locations.

- Create an **urban/corridor design plan** and implement enhancements along the Highway 33/103 Corridor that provide landscaped areas for better separation between pedestrian sidewalks and the edges of the highway.
- Plan and implement **new housing developments** in the **Redevelopment Area**, utilizing the Crete Community Housing Study as a guide for development.
- Plan and implement a **program of housing rehabilitation** in the **Area**, in an effort to both improve living conditions and enhance the real estate tax base.
- Plan and implement **flood control activities** throughout the **Redevelopment Area**.
- Plan and implement improvements and enhancements/betterments of **Tuxedo Park**.
- Implement **alternative energy systems** throughout the **Redevelopment Area**. This would include the consideration and possible use of wind, solar, geothermal, hydropower and methane energy systems in both existing and new buildings.

Infrastructure Systems throughout the Redevelopment Area:

Municipal Infrastructure:

- Replace **undersized and aging water and sewer utility mains**, as needed. Portions of the Redevelopment Area consist of water and sewer mains only 4” in diameter and ar 40+ years of age.
- Municipal sidewalks within **Redevelopment Area #2** are, overall, in “fair” to “poor” condition. Sidewalks should be repaired to allow for the ease of use by pedestrian traffic. **A sidewalk ordinance is in place for implementation in Crete.**
- Local streets and highways in “poor” condition should be planned for resurfacing or paving.

Privately Owned Infrastructure:

- To facilitate the redevelopment of **Redevelopment Area #2**, all privately owned water and sewer service lines are recommended to be replaced in conjunction planned improvements to structures or property. Privately owned and maintained water and sewer service lines that extend from municipal mains to individual structures are typically undersized, constructed of outmoded materials, and are deteriorating. Privately owned and maintained driveways, access roads and parking areas were observed to be deteriorating and in substandard condition.

Implementation

Both a time line and budget should be developed for the implementation of this **General Redevelopment Plan**. Each of these processes should be designed in conformance with the resources and time available by the City. A reasonable time-line to complete the redevelopment activities identified in the **Plan** would be eight to 12 years.

Various funding sources exist for the preparation and implementation of a capital improvement budget designed to meet the funding needs of proposed development and redevelopment activities. These include local and federal funds commonly utilized to finance street improvement funds, i.e. LB840, Community Development Block Grants, Special Assessments, General Obligation Bonds and Tax Increment Financing (TIF). The use of TIF for development and redevelopment projects in the **Redevelopment Area** is deemed to be an essential and integral element of the **Area**. The use of TIF in connection with such projects is contemplated by this **General Redevelopment Plan** and such designation and use of TIF will not constitute a substantial modification to the **Plan**.

The City agrees, when approving the **General Redevelopment Plan**, to the utilization of TIF for appropriate development and redevelopment projects and agrees to pledge the taxes generated from such projects for such purposes in accordance with the Act. Any redevelopment project receiving TIF is subject to a Cost Benefit Analysis. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of Crete and Saline County. Proposed projects using TIF must meet the Cost Benefit Analysis and the "But For" test. Accordingly, "But for TIF" a redevelopment project could not be fully executed and constructed in the Community.

1. **Future Land Use Patterns.**

The existing land use patterns within **Redevelopment Area #2** are described in detail in the **Blight and Substandard Determination Study**. In general, the **Redevelopment Area** consists of agricultural, residential, commercial, industrial, public/quasi-public, parks/open space and vacant land use types. The field survey identified properties and structures classified as being in a deteriorating condition, as well as vacant lands that have remained undeveloped in spite of having available utilities.

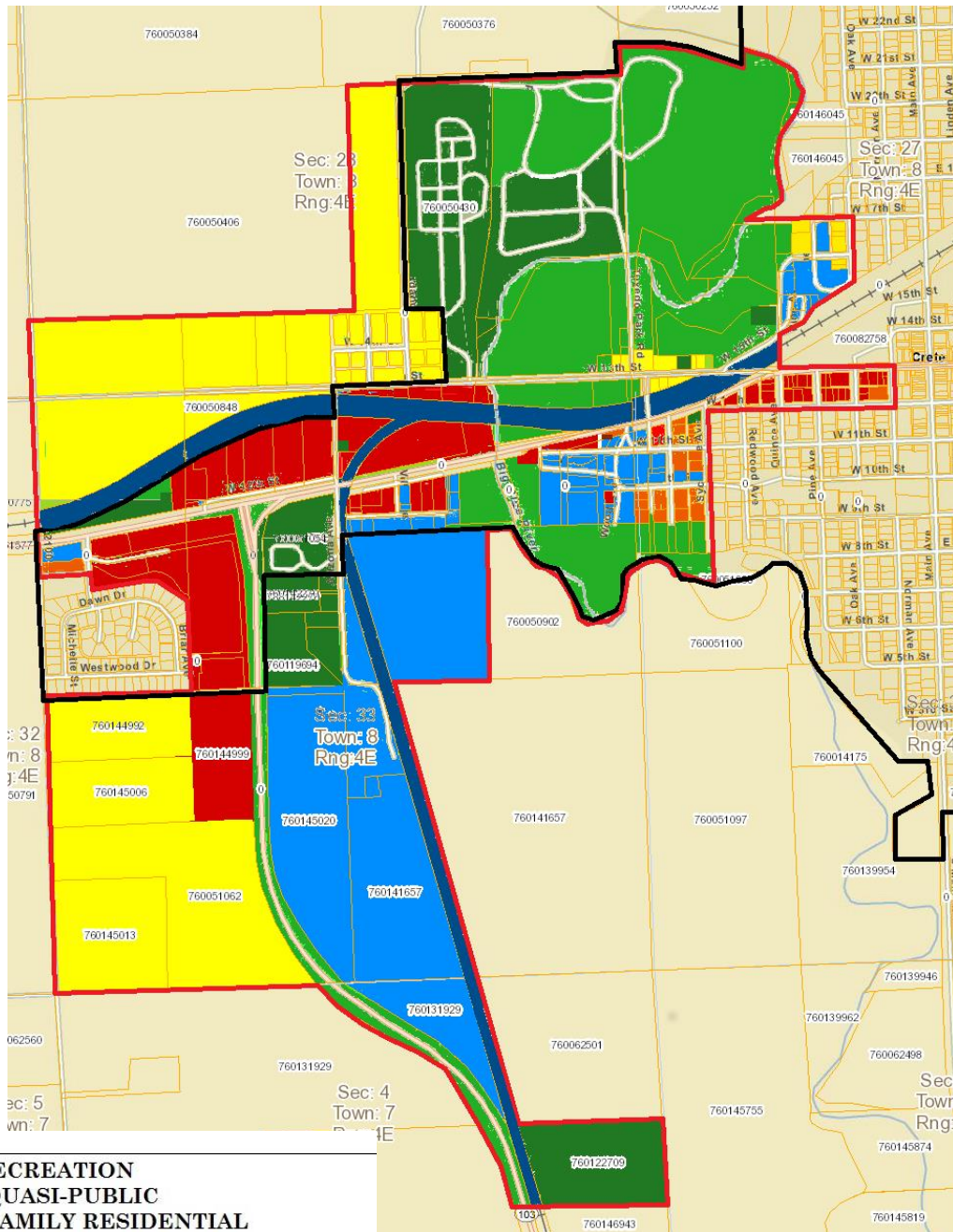
Illustration 2, Future Land Use Map, represents an effort to encourage land uses that reflect the land use plan contained within the **Crete Comprehensive Plan** and the current **Zoning Regulations**. The **Future Land Use Map** recommends the development of future commercial uses along the Highway 33/103 Corridor. Single family residential uses are recommended to be expanded along and west of the Highway 33 Corridor, south of Crete and west of Idaho Avenue, in the northern portion of the **Redevelopment Area**. **A Public/Quasi-Public land use is highlighted in the far southern portion of the Area, where a new water treatment plant is proposed.** Single family residential uses are shown in areas that are both in conformance with the **Future Land Use Plan from the Comprehensive Plan** and the current **Zoning Regulations**.

2. **Future Zoning Districts.**

The recommended **Future Zoning Map** for **Redevelopment Area #2** is identified in **Illustration 3**. The **Future Zoning Map** is in conformance with the current **Crete Comprehensive Plan** and specifically with the **Future Land Use Map, Illustration 2**. The entire **Redevelopment Area** is reconfigured to support future developments highlighted in the **Crete Comprehensive Plan**.

FUTURE LAND USE MAP

REDEVELOPMENT AREA #2
CRETE, NEBRASKA



LEGEND

- PARKS/RECREATION
- PUBLIC/QUASI-PUBLIC
- SINGLE FAMILY RESIDENTIAL
- MULTIFAMILY RESIDENTIAL
- MOBILE HOME RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- RAILROAD CORRIDOR
- BODY OF WATER
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUNDARY

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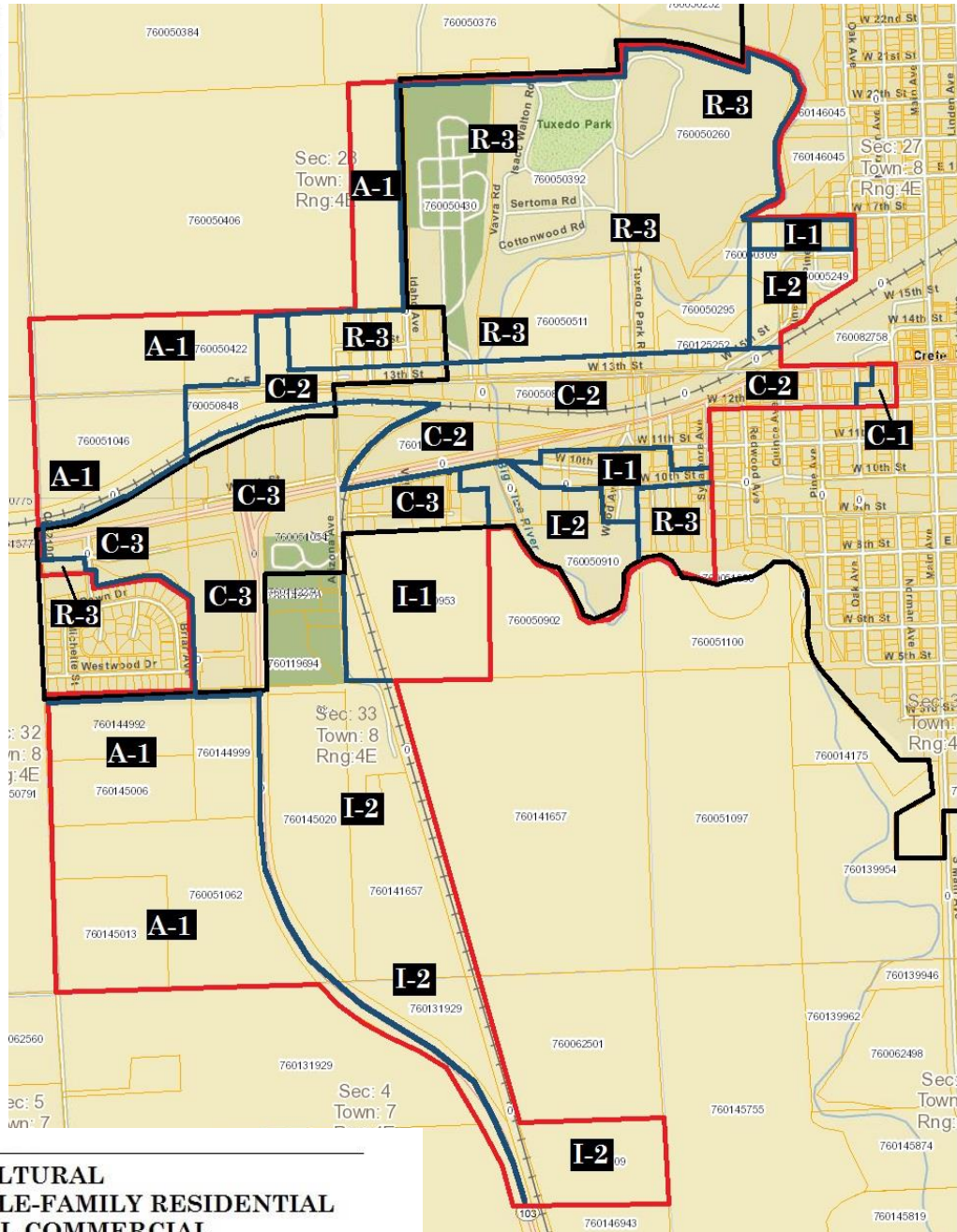
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ILLUSTRATION 2

Crete, Nebraska
General Redevelopment Plan
Crete Redevelopment Area #2

FUTURE ZONING MAP

REDEVELOPMENT AREA #2 CRETE, NEBRASKA



LEGEND

- A-1 - AGRICULTURAL
- R-3 - MULTIPLE-FAMILY RESIDENTIAL
- C-1 - CENTRAL COMMERCIAL
- C-2 - GENERAL COMMERCIAL
- C-3 - HIGHWAY COMMERCIAL
- I-1 - LIGHT INDUSTRIAL
- I-2 - HEAVY INDUSTRIAL
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUDNARY
- ZONING DISTRICT BOUNDARY

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ILLUSTRATION 3

Crete, Nebraska
General Redevelopment Plan
Crete Redevelopment Area #2

3. Recommended Public Improvements

The primary purpose for a **General Redevelopment Plan** is to allow for the use of public financing in a specific area. This public financing is planned and implemented to serve as a "first step" for public improvements and encourage private development within the **Redevelopment Area**. The most common form of public improvements occur with infrastructure, specifically streets, water, sanitary sewer and storm sewer systems, sidewalks, open space and recreational uses. The primary infrastructure concerns in the **Area** are the need to monitor utility and infrastructure systems in order to make repairs or replacement as these systems continue to age.

Pedestrian and vehicular safety should be a concern along the Highway 33/103 Corridor, as well as west 13th Street. The tendency of vehicles to exceed posted speed limits along these corridors hinders the ability of pedestrians to cross this busy street and could create a potentially hazardous situation with vehicles attempting to access the Highway Corridor.

The Blight and Substandard Determination Study focused on the public improvement needs for new water and sewer mains, primarily within areas currently not served by municipal water and sewer. Many privately owned driveways, access roads and parking areas are in substandard condition and a detriment to potential redevelopment activity.

It is recommended that the City of Crete work closely with developers to ensure that future streets within **Redevelopment Area #2** are implemented in conformance with City development standards. New or redeveloped streets, sidewalks, alleys, and privately owned water and sewer service lines shall meet the provisions of the Subdivision Regulations of Crete.

4. Alternative Energy Considerations

Development and redevelopment projects on the scale of those identified in document are supplementing the standard energy sources for lighting, heating and cooling, with alternative energy systems such as wind, solar, geothermal, biomass and methane. Individual buildings and large commercial developments are strongly accessing these alternative energy sources in combination with "**green building**" techniques.

“LEED” building certification also guides the use of energy conservation methods to reduce the consumption of energy by HVAC systems in new and rehabilitated buildings. In the United States, LEED certification is recognized as a standard for measuring building sustainability. Achieving this certification demonstrates that the building meets the ideals of being “green.”



Roof top application of an older building in Philadelphia.



Solar panels on top of the Denver Convention Center.



A Helix Wind Turbine on top of a Lincoln, Nebraska Office building.

Conclusions

A successful **General Redevelopment Plan** for **Redevelopment Area #2** should guide redevelopment and development opportunities, while securing the viability of this **Area** as a combined Downtown and Highway Commercial service area, while supporting adjacent residential uses. New construction should not imitate, but be compatible by similar materials, colors and heights exhibited by existing structures within, and adjacent the **Redevelopment Area**.

The Crete CDA and the City of Crete should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in **Redevelopment Area #2**. The demolition of existing buildings will enhance the visual appearance of the **Area**, making it more attractive for future development. Prior to transportation network improvements, the City and the CDA should develop a plan to accommodate efficient infrastructure development and improvements.

The following identifies estimated costs for the improvement of various infrastructure features in Redevelopment Area #2.

Normal Street Replacement

Costs are dependent on street width and thickness of pavement or overlay. Concrete paving of 6" thick with integral curbs costs an estimated \$45 per square yard. Asphalt overlay has a cost of \$3 per square yard, per inch of thickness of asphalt overlay.

The cost to construct a 6" thick, 30' wide concrete street is \$150 per linear foot. The cost to construct a 6" thick, 60' wide concrete street is \$300 per linear foot.

The cost to construct a 2" thick, 30' wide asphalt overlay is \$20 per linear foot. The cost to construct a 2" thick, 60' wide asphalt overlay is \$40 per linear foot.

Ramped Curb Cuts

\$1,250 each

Sanitary Sewer

\$50 to \$60 per linear foot

Water Valves

\$750 each

Fire Hydrants

\$2,500 each

Overlay of Parking Lots

Asphalt overlay costs \$3 per square yard per inch of thickness of asphalt overlay. Therefore the cost of a 2" overlay of a 150 x 150 foot parking lot is \$15,000.

Paved Alleys

The cost for paved alleys is dependent on alley width and pavement thickness. A 6" thick concrete alley would cost \$45 per square yard.

The cost of a 6" thick, 16 foot wide concrete alley is \$80 per linear foot.

The cost of a 6" thick, 20 foot wide concrete alley is \$100 per linear foot.

Storm Sewers

The cost of Storm Sewers is dependent upon the size of the storm sewer pipe and on the number of inlets required. A breakdown of approximate unit prices is as follows:

15" RCP costs \$22 per linear foot

18" RCP costs \$26 per linear foot

24" RCP costs \$35 per linear foot

30" RCP costs \$44 per linear foot

36" RCP costs \$52 per linear foot

42" RCP costs \$61 per linear foot

48" RCP costs \$70 per linear foot

Inlets cost an estimated \$2,500 each. Therefore, assuming 470 linear feet of 30" storm sewer and four inlets per block, a block of storm sewer would cost \$30,680.

Public and Private Foundations

This **General Redevelopment Plan** addresses numerous community and economic development activities for **Redevelopment Area #2**, in Crete, Nebraska. The major components of this **General Redevelopment Plan** will be accomplished as individual projects, however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of state and federal monies, local equity and tax incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a summary listing of the types of funding to assist in implementing this **General Redevelopment Plan**. Each selected redevelopment project should be accompanied with a detailed budget of both sources and uses of various funds.

Building Improvement District

Tax Increment Financing

LB 840 or LB 1240

Historic Preservation Tax Credits

Low Income Housing Tax Credits

Sales Tax

Crete, Nebraska
General Redevelopment Plan
Crete Redevelopment Area #2

Community Development Block Grants - Re-Use Funds
Local Lender Financing
Owner Equity
Small Business Association-Micro Loans
Community Assistance Act
Donations and Contributions
Intermodal Surface Transportation Efficiency Act

Private Foundations

American Express Foundation
Kellogg Corporate Giving Program
Marietta Philanthropic Trust
Monroe Auto Equipment Company Foundation
Norwest Foundati on
Piper, Jaffray & Hopwood Corporate Giving
Target Stores Corporate Giving
Pitney Bowes Corporate Contributions
Burlington Northern Santa Fe Foundation
US West Foundation
Woods Charitable Fund, Inc.
Abel Foundation
ConAgra Charitable Fund, Inc.
Frank M. and Alice M. Farr Trust
Hazel R. Keene Trust
IBP Foundation, Inc.
Mid-Nebraska Community Foundations, Inc.
Northwestern Bell Foundation
Omaha World-Herald Foundation
Peter Kiewit and Sons Inc. Foundation
Thomas D. Buckley Trust
Valmont Foundation
Quivey-Bay State Foundation

GENERAL REDEVELOPMENT PLAN AMENDMENTS

PROJECT NAME / LOCATION AND COST

RESOLUTION #

1. _____ \$ _____	_____
2. _____ \$ _____	_____
3. _____ \$ _____	_____
4. _____ \$ _____	_____
5. _____ \$ _____	_____
6. _____ \$ _____	_____
7. _____ \$ _____	_____
8. _____ \$ _____	_____
9. _____ \$ _____	_____
10. _____ \$ _____	_____

Crete, Nebraska

Blight & Substandard Determination Study
Redevelopment Area #2.



Prepared for:

The City of Crete, Nebraska.



HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

October, 2015

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CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS**

**Lincoln, Nebraska* 402.464.5383 **

** Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl **

BLIGHT & SUBSTANDARD DETERMINATION STUDY

EXECUTIVE SUMMARY

Purpose of Study/Conclusion

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law**, Section 18-2103, to the designated **Crete Redevelopment Area #2** in Crete, Nebraska. The results of this **Study** will assist the City in declaring the **Crete Redevelopment Area #2** as both **blighted and substandard**.

Location

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17th Street, thence east along said extended line and continuing to the east along said north line of 17th Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13th Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12th Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15th Street to its intersection with the east line of Idaho

Crete, Nebraska

Blight & Substandard Determination Study
Redevelopment Area #2

Avenue, also known as the west Corporate Limit Line, thence north along said west Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

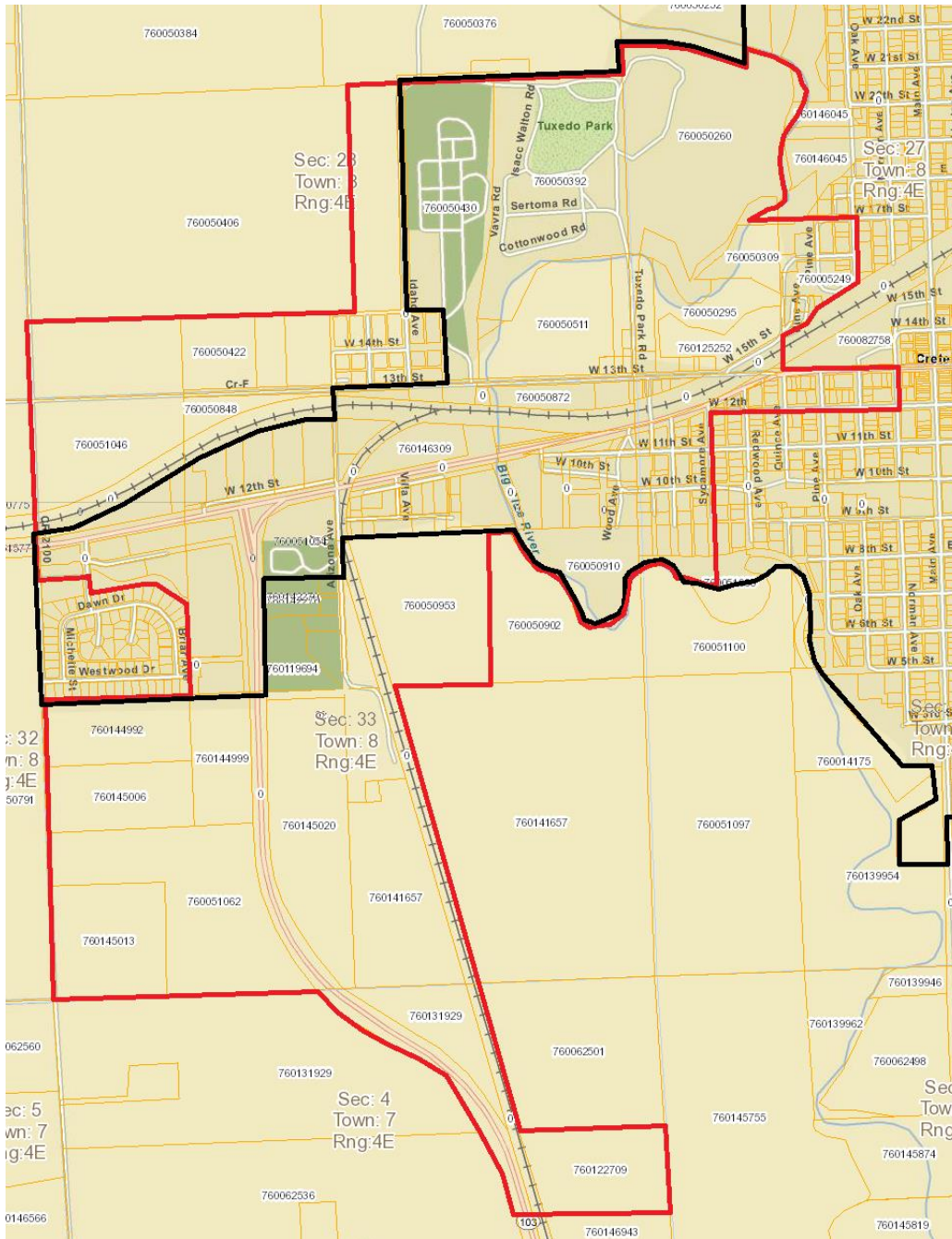
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CONTEXT MAP

REDEVELOPMENT AREA #2
CRETE, NEBRASKA



LEGEND

- Redevelopment Area
- Boundary
- City of Crete Corporate Limits

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This **blight and substandard evaluation** included a detailed **exterior structural survey of 185 individual structures**, a parcel-by-parcel field inventory, conversations with City of Crete staff and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions**.

SUBSTANDARD AREA

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or
(b) The existence of conditions which endanger life or property by fire and other causes; or
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

BLIGHTED AREA

As set forth in the Section 18-2103 (11) Nebraska Revised Statutes (Cumulative Supplement 1994), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, small diameter of water mains;
5. Deterioration of site or other improvements due to nearly 40 percent of the parcels having overall site conditions rated as "fair";
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;

8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
 1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses."

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout **Redevelopment Area #2** must be reasonably distributed so basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, Redevelopment Area #2 is found to be eligible as "blighted" and "substandard", within the definition set forth in the legislation. Specifically:

SUBSTANDARD FACTORS

Of the Four Substandard Factors, set forth in the Nebraska Community Development Law, all four Factors represent a “strong presence,” within Redevelopment Area #2. The Substandard Factors are reasonably distributed throughout the Redevelopment Area.

**TABLE 1
SUBSTANDARD FACTORS
REDEVELOPMENT AREA #2
CRETE, NEBRASKA**

- | | | |
|----|---|---|
| 1. | Dilapidated/deterioration. | ■ |
| 2. | Age or obsolescence. | ■ |
| 3. | Inadequate provision for ventilation, light, air, sanitation or open spaces. | ■ |
| 4. | Existence of conditions which endanger life or property by fire and other causes. | ■ |

Strong Presence of Factor ■

Reasonable Presence of Factor ■

No Presence of Factor ○

Source: Hanna:Keelan Associates, P.C., 2015.

Strong Presence of Factor -

The results of the field survey identified 92 structures, or 49.7 percent of the 185 total structures in **Redevelopment Area #2** as being ***Deteriorating or Dilapidated***. This Factor is a **strong presence** throughout the Area.

Based on the results of a parcel-by-parcel field survey analysis, approximately 108, or 58.3 percent of the 185 total buildings are ***40+ years of age*** (built prior to 1975). Additionally, based on records available at the Saline County Assessor’s Office, the estimated average age of commercial structures in the **Redevelopment Area** is approximately 58.3 years and the average age of residential structures is 88 years. The Factor of ***Age or Obsolescence*** is a **strong presence** throughout the Area.

The conditions which result in *Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space* are a **strong presence** and distributed throughout the **Redevelopment Area**. Portions of municipal water distribution mains are undersized by current engineering standards and are 40+ years of age, thus prone to repeated maintenance and or replacement.

The parcel-by-parcel field analysis determined that the **Substandard Factor Existence of Conditions Which Endanger Life or Property** by fire and other causes is a **strong presence** throughout **Redevelopment Area #2**. The primary contributing elements include a significant number of deteriorating and dilapidated buildings and the existence of wood frame and masonry buildings containing combustible elements and fixtures. Additionally, residential areas within the **Redevelopment Area** have water mains that were constructed of obsolete materials, are 40+ years of age, with portions being undersized by current engineering standards.

The prevailing substandard conditions, evident in buildings and the public infrastructure, as determined by the field survey, include:

1. Aging structures;
2. Dilapidated/deteriorated structures;
3. “Fair” to “Poor” overall site conditions;
4. Frame buildings and wood structural components in masonry buildings as potential fire hazards;
5. Average age of residential and commercial structures being in excess of 40+ years of age; and
6. Portions of **Redevelopment Area #2** having water mains that are under-sized by current engineering standards and are 40+ years of age.

BLIGHT FACTORS

Of the **12 Blight Factors** set forth in the **Nebraska Community Development Law, 10** represent a “strong presence” in the **Redevelopment Area**. The **Factor** “tax or special assessment exceeding the fair value of land,” was of little or “no presence” and “defective or unusual condition of title,” was not reviewed. All **Blight Factors** are reasonably distributed throughout **Redevelopment Area #2**.

**TABLE 2
BLIGHT FACTORS
REDEVELOPMENT AREA #2
CRETE, NEBRASKA**

- | | | |
|-----|--|----|
| 1. | A substantial number of deteriorated or dilapidated structures. | ☐ |
| 2. | Existence of defective or inadequate street layout. | ☐ |
| 3. | Faulty lot layout in relation to size, adequacy, accessibility or usefulness. | ☐ |
| 4. | Insanitary or unsafe conditions. | ☐ |
| 5. | Deterioration of site or other improvements. | ☐ |
| 6. | Diversity of Ownership. | ☐ |
| 7. | Tax or special assessment delinquency exceeding the fair value of land. | ○ |
| 8. | Defective or unusual condition of title. | NR |
| 9. | Improper subdivision or obsolete platting. | ☐ |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ☐ |
| 11. | Other environmental and blighting factors. | ☐ |
| 12. | One of the other five conditions. | ☐ |

Strong Presence of Factor ☐
Reasonable Presence of Factor □
Little or No Presence of Factor ○
NR = Not Reviewed NR
Source: Hanna:Keelan Associates, P.C., 2015.

Strong Presence of Factor –

Deteriorated or Dilapidated Structures are a **strong presence** in **Redevelopment Area #2**. A total of 92 structures, or 49.7 percent of the 185 total structures were documented as deteriorating, or are in a dilapidated condition.

Defective or Inadequate Street Layout is a **strong presence** in **Redevelopment Area #2**, due to a significant percentage of streets and driveways that are deteriorated. The assessment of street conditions revealed that approximately 94 parcels, or 54.6 percent of the total 172 parcels front on streets in fair to poor condition. Additionally, 75 parcels, or 43.6 percent of the total 172 parcels front on gravel surfaced streets.

Faulty Lot Layout is a **strong presence** throughout **Redevelopment Area #2**. Conditions contributing to the presence of this **Factor** include inadequate lot sizes, whereby irregular tracts of land were too large, encouraging piecemeal development through subsequent lot splits for individual development sites, and platted parcels no wider than 50' in residential areas that are undersized by current development standards.

Insanitary or Unsafe Conditions are a **strong presence** throughout the entire **Redevelopment Area**. Conditions contributing to this **Factor** include poorly designed and implemented storm water surface drainage systems and the advanced age of underground water, sewer and storm sewer mains adjacent residential properties in the **Area**.

Deterioration of Site or Other Improvements is a **strong presence** throughout the **Redevelopment Area**. Of the total 172 parcels examined, 84.9 percent, or 146 parcels have “fair” to “poor” overall site conditions.



The *Diversity of Ownership* is a **strong presence** throughout **Redevelopment Area #2**. Research of public records from the Saline County Assessor's office indicates that 126 individuals or corporations own property in the **Area**.

Improper Subdivision or Obsolete Platting is a **strong presence** throughout **Redevelopment Area #2**. Lot sizes throughout the **Area** are not supportive of today's residential, commercial or industrial development requirements. Several irregular tracts of land throughout the **Area** were oversized and incrementally subdivided to support individual uses. The locations of the Burlington Northern Santa Fe Railway Corridor and the Big Blue River do not support uniform platting and development. Large, vacant tracts of land also exist within the **Area**, but outside the corporate limits of Crete that are underutilized and do not support local utilities

The *Existence of Conditions Which Endanger Life or Property* by fire or other causes is a **strong presence** throughout **Redevelopment Area #2**. Conditions associated with this **Factor** include the existence of wood frame buildings and masonry buildings containing combustible elements and fixtures. Additionally, portions of the **Redevelopment Area** have water mains that are 40+ years of age and are undersized by current engineering standards.

In regards to *Other Environmental and Blighting Factors*, economically and socially undesirable land uses and functional obsolescence is a **strong presence** throughout **Redevelopment Area #2**. The **Area** contains residential, commercial and industrial buildings in substandard condition, with outmoded infrastructure. Several buildings are too small, or poorly designed in order to be adapted for new uses. Additionally, the floodplains and floodway associated with the Big Blue River prohibit development on large, vacant tracts of land in the northern portion of the **Area**.

One of the Required Five Additional Blight Factors has a **strong presence** throughout the **Redevelopment Area**. Based on the field survey analysis, the estimated average age of residential buildings is approximately 83.4 years. Average age of commercial buildings is estimated to be 46.4 years.



Conclusion

It is the conclusion of the Consultant retained by the City of Crete that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in the **Nebraska Community Development Law**. It is also the opinion of the Consultant, that the findings of this **Blight and Substandard Determination Study** warrant designating **Redevelopment Area #2** as "substandard" and "blighted."

The conclusions presented in this **Study**, are those of the Consultant, engaged by the City of Crete to examine whether conditions of **blight and substandard** exist. The Crete City Council should review this Study and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.



BASIS FOR REDEVELOPMENT

For a project in Crete to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of **Redevelopment Area #2** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (Cumulative Supplement 1994), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
 - (a) High density of population and overcrowding; or
 - (b) The existence of conditions which endanger life or property by fire and other causes; or
 - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;

9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the City Council of Crete (local governing body), acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each factor was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout **Redevelopment Area #2**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated **areas of blight and substandard conditions** and expanding the areas arbitrarily into non-blighted/ substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

THE STUDY AREA

The purpose of this **Study** is to determine whether all or part of the **Crete Redevelopment Area #2** in Crete, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law**, Section 18-2103.

Location

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17th Street, thence east along said extended line and continuing to the east along said north line of 17th Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13th Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12th Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15th Street to its intersection with the east line of Idaho Avenue, also known as the west Corporate Limit Line, thence north along said west Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its

Crete, Nebraska

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intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

The referenced **Redevelopment Area #2**, in the City of Crete, Nebraska, includes the following 172 Parcel ID #s by the Saline County Assessor's Office:

760000255	760000557	760009414	760019525	760050929	760125252
760000012	760000565	760009422	760019541	760050937	760129843
760000204	760000581	760009430	760019568	760050945	760129959
760000220	760000603	760009449	760019576	760050953	760131856
760000239	760000611	760009457	760019584	760050961	760138818
760000247	760000638	760009465	760019592	760050988	760139083
760000263	760000646	760009473	760019606	760050996	760139105
760000301	760000654	760009481	760019614	760051003	760140006
760000328	760003947	760009503	760019622	760051011	760140154
760000336	760004573	760015252	760019630	760051038	760140197
760000344	760005117	760015341	760050260	760051046	760141312
760000352	760005125	760015368	760050279	760051054	760141657
760000360	760005141	760015384	760050295	760051062	760142270
760000379	760005168	760015422	760050309	760052387	760143102
760000387	760005206	760015460	760050325	760052395	760144138
760000395	760005222	760019363	760050333	760052409	760144992
760000409	760005230	760019371	760050392	760064229	760144999
760000417	760005249	760019398	760050422	760064237	760145013
760000425	760006407	760019401	760050430	760065527	760145020
760000433	760006415	760019428	760050465	760082707	760145065
760000441	760009260	760019436	760050481	760082723	760145195
760000468	760009279	760019444	760050538	760082731	760145774
760000476	760009309	760019452	760050546	760114234	760145788
760000484	760009309	760019460	760050848	760119414	760145849
760000492	760009317	760019479	760050856	760119503	760146446
760000514	760009325	760019487	760050864	760119694	760146736
760000522	760009333	760019495	760050880	760119694	760146737
760000530	760009341	760019509	760050899	760119694	
760000549	760009376	760019517	760050910	760122709	

Illustration 1, Context Map, identifies the location of **Redevelopment Area #2** in relation to the City of Crete. Portions of the **Redevelopment Area** are located adjacent, but outside the Corporate Limits of Crete. The primary streets within the **Redevelopment Area** are the Highway 33/103 Corridor and west 13th Street.

Redevelopment Area #2 is comprised of all modern land use types, including residential, commercial, industrial, public/quasi-public and vacant land. These land uses are identified in **Illustration 2**. The **Area** contains an estimated 867 acres, of which approximately 74 percent of the **Redevelopment Area** has been developed. Land adjacent the Big Blue River is considered undevelopable due to the existing floodplain and floodway.

Table 3 identifies the estimated **existing land use** within the **Redevelopment Area**, in terms of number of acres and percentage of total for all existing land uses.

**TABLE 3
EXISTING LAND USE
REDEVELOPMENT AREA #2
CRETE, NEBRASKA**

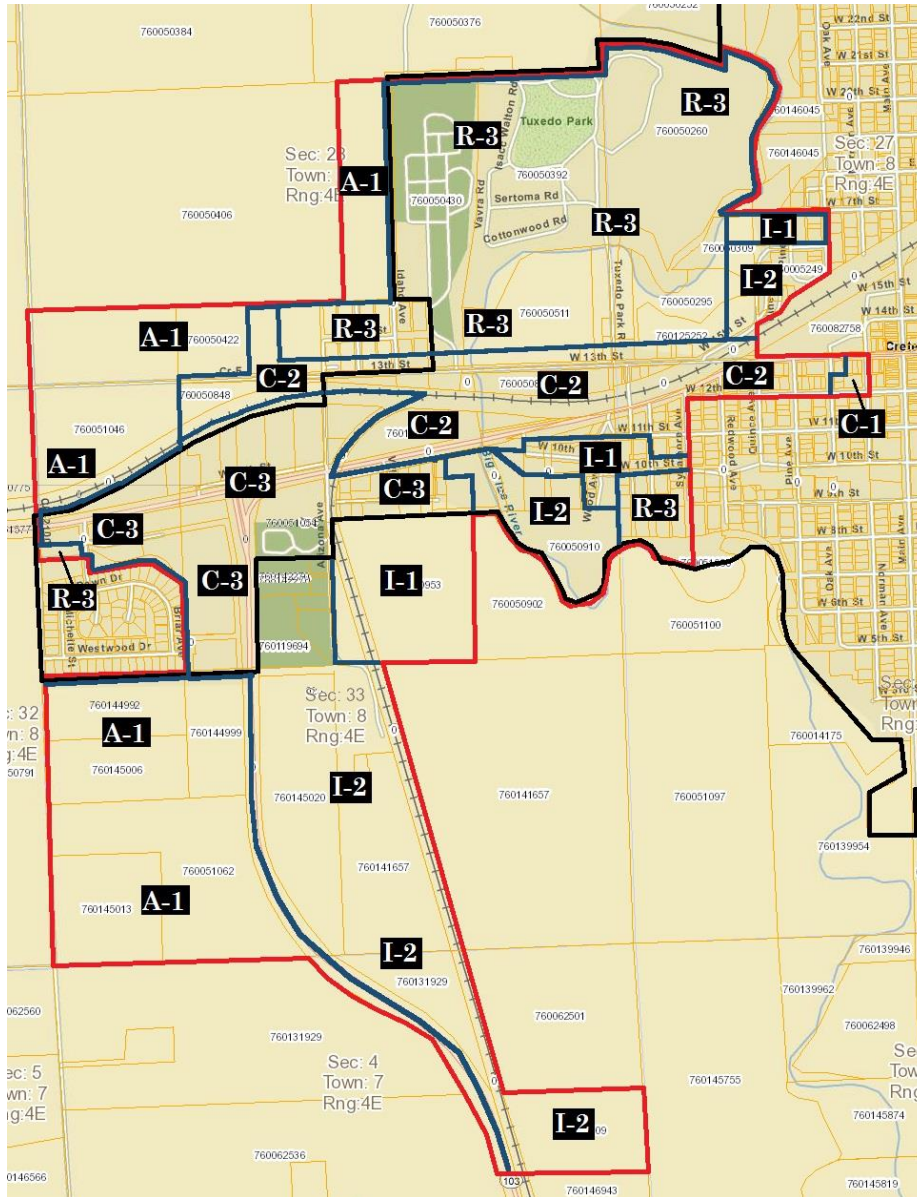
<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Public/Quasi-Public	46.8	5.4%
Park/Recreational	53.4	6.1%
Single Family	12.0	1.4%
Mobile Home	0.2	0.0%
Multiple Family	2.2	0.2%
Commercial	18.6	2.2%
Industrial	15.8	1.8%
Streets (Municipal/Priv.)	31.2	3.6%
Railway Corridor	46.8	5.4%
<u>Vacant</u>	<u>639.7</u>	<u>73.9%</u>
Total Acreage	866.7	100.0%

Source: Hanna:Keelan Associates, P.C., 2015.

Illustration 3 identifies the existing **Zoning Classifications** within **Redevelopment Area #2**, which includes lands that are both within and adjacent, but beyond the current Corporate Limits of the City of Crete. Zoning activities throughout **Redevelopment Area #2** are controlled by the City of Crete. All parcels within **Area** are either located within the current Corporate Limits of the City of Crete, Nebraska, or within the Two-Mile Planning Jurisdiction of the City.

EXISTING ZONING MAP

REDEVELOPMENT AREA #2 CRETE, NEBRASKA



LEGEND

- A-1 - AGRICULTURAL
- R-3 - MULTIPLE-FAMILY RESIDENTIAL
- C-1 - CENTRAL COMMERCIAL
- C-2 - GENERAL COMMERCIAL
- C-3 - HIGHWAY COMMERCIAL
- I-1 - LIGHT INDUSTRIAL
- I-2 - HEAVY INDUSTRIAL
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUNDARY
- ZONING DISTRICT BOUNDARY

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

Lincoln, Nebraska 402.464.5383 *

ILLUSTRATION 3

Crete, Nebraska
Blight & Substandard Determination Study
Redevelopment Area #2

THE RESEARCH APPROACH

The **blight and substandard determination research approach** implemented for **Redevelopment Area #2** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

Structural Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria and that it result in an accurate and consistent description of existing conditions.

A structural condition survey was conducted in August, 2015. A total of **185 structures** received exterior inspections. These structures were examined to document structural deficiencies in individual buildings and to identify related environmental deficiencies in **Redevelopment Area #2**. The “Structural Condition Survey Form” utilized in this process is provided in the **Appendix**.

Parcel-by-Parcel Field Survey

A parcel-by-parcel field survey was also conducted in August, 2015. A total of **172 separate legal parcels** were inspected for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. **A few parcels within Redevelopment Area #2 contained multiple structures**. The Condition Survey Form is included in the **Appendix**, as well as the results of the Survey.

Research on Property Ownership and Financial Assessment of Properties

Public records and aerial photographs of all parcels in **Redevelopment Area #2** were analyzed to determine the number of property owners within the **Area**.

An examination of public records was conducted to determine if tax delinquencies existed for properties in the **Redevelopment Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

ELIGIBILITY SURVEY AND ANALYSIS FINDINGS

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in **Redevelopment Area #2** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

SUBSTANDARD FACTORS

(1) Dilapidation/Deterioration of Structures

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

The following summarizes the process used for assessing building conditions in **Redevelopment Area #2**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **185 existing structures**, within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Redevelopment Area**.

1. Structures/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railway track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

2. Criteria for rating components for structural, building and architectural systems.

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures / buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures / buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. **Field Survey Conclusions.**

The conditions of the total **185 buildings** within the **Redevelopment Area** were determined based on the finding of the exterior survey. These surveys indicated the following:

- Fifty-four (54) structures were classified as structurally **sound**;
- Thirty-nine (39) structures were classified as **deteriorating** with **minor** defects.
- Fifty-six (56) structures were classified as **deteriorating** with **major** defects; and
- Thirty-six (36) structures were classified as **dilapidated**.

The results of the exterior structural survey identified the condition of structures throughout **Redevelopment Area #2**. Of the 185 total structures, 92 structures (49.7 percent) are either deteriorating with major defects, or dilapidated to a substandard condition.

Conclusion.

The results of the structural condition survey indicate deteriorating structures are a strong presence throughout the Redevelopment Area. Table 4 identifies the results of the structural rating process per building type.

**TABLE 4
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #2
CRETE, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	13	11	40	24	88	64
Commercial	18	10	5	1	34	6
Industrial	9	16	4	7	36	11
<u>Other</u>	<u>14</u>	<u>2</u>	<u>7</u>	<u>4</u>	<u>27</u>	<u>11</u>
Totals	88	34	36	27	185	92
Percent	47.6%	18.4%	19.4%	14.6%	100.0%	49.7%

Source: Hanna:Keelan Associates, P.C., 2015.

(2) Age of Obsolescence.

As per the results of the field survey and by confirmation from Saline County Assessor’s Office property records, an estimated 108 (58.3 percent) of the total 185 structures in the Area are 40+ years of age, or built prior to 1975. Additionally, the estimated average age of residential structures in **Redevelopment Area #2** is 83.4 years of age, while the estimated average age of commercial buildings is 46.4 years.

Conclusion.

The age and obsolescence of the structures is a strong presence throughout Redevelopment Area #2.

(3) **Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.**

The results from the exterior structural survey, along with other field data, provided the basis for the identification of insanitary and unsafe conditions in **Redevelopment Area #2**. **Factors** contributing to insanitary and unsafe conditions are discussed below.

As per the results of the field survey, an estimated 49.7 percent of the total 185 structures in **Redevelopment Area #2** were rated as deteriorating or dilapidated. When not adequately maintained or upgraded to present-day occupancy standards, buildings in these conditions pose safety and sanitary problems. Wood frame buildings and masonry buildings with wooden structural elements or combustible materials were found to be deteriorating or dilapidated and in need of structural repair and fire protection, or should be demolished.

Site features, such as parking lots, privately owned driveways, yard and landscaping conditions are noticeably deteriorating. **Approximately 85 percent, or 146 of the total 172 parcels were identified as having “fair” or “poor” overall site conditions.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4” to 12” in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13th Street and Tuxedo Park, have water mains 4” in diameter. Current standards recommend no smaller than 6” mains in residential areas and no smaller than 8” mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12” in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13th Street. No sanitary sewer exists west along 13th Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann’s Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Conclusion

The inadequate provision for ventilation, light, air, sanitation or open spaces in Redevelopment Area #2 is a strong presence to constitute a Substandard Factor.

4) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

There are wood-framed and masonry buildings containing combustible elements and fixtures, located throughout **Redevelopment Area #2**. Several of these buildings have been vacant for an extended length of time and not adequately maintained. These vacant structures will require extensive rehabilitation to be able to support new commercial tenants. **Approximately 92 buildings, or 49.7 percent of the total 185 buildings are deteriorating or dilapidated.**

2. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13th Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13th Street. No sanitary sewer exists west along 13th Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Specific data relating to **Redevelopment Area #2** are discussed in the following paragraphs.

Approximately 108 (58.3 percent) of the total 185 structures in the **Redevelopment Area** were built prior to 1975, thus 40+ years of age. The average age of the residential structures is estimated to be 83.4 years. The estimated average age of commercial buildings is 46.4 years. Wood frame and masonry buildings containing combustible elements and fixtures are located throughout the **Area**, many of which are deteriorated or dilapidated. These buildings, located throughout the **Redevelopment Area**, are in need of structural repair or fire protection.

The field survey identified 112 parcels, or 65.1 percent of the total 172 parcels as being in “fair” condition and an additional 34 parcels, or 19.8 percent in “poor” condition. **Overall, a total of 85 percent of the parcels are in “fair” or “poor” condition.** Generally, conditions combining for this determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions.

Conclusion.

The conditions which endanger life or property by fire and other causes are a strong presence throughout Redevelopment Area #2.



BLIGHT FACTORS

(1) Dilapidation/Deterioration of Structures.

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in **Redevelopment Area #2**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **185 existing structures**, within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Redevelopment Area**.

1. Structures/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railway track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

2. Criteria for Rating Components for Structural, Building and Architectural Systems.

The components for the previously identified Systems, are individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points**.

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points**.

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points**.

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points**.

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format**.

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. **Field Survey Conclusions.**

The conditions of the total **185 buildings** within **Redevelopment Area #2** were determined based on the finding of the exterior survey. These surveys indicated the following:

- Fifty-four (54) structures were classified as structurally **sound**;
- Thirty-nine (39) structures were classified as **deteriorating** with **minor** defects.
- Fifty-six (56) structures were classified as **deteriorating** with **major** defects; and
- Thirty-six (36) structures were classified as **dilapidated**.

The results of the exterior structural survey identified the condition of structures throughout **Redevelopment Area #2**. Of the 185 total structures, 92 structures (49.7 percent) are either deteriorating or dilapidated to a substandard condition.

Conclusion.

The results of the structural condition survey indicate deteriorating structures are a strong presence throughout the Redevelopment Area. Table 5 identifies the results of the structural rating process per building type.



**TABLE 5
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #2
CRETE, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	13	11	40	24	88	64
Commercial	18	10	5	1	34	6
Industrial	9	16	4	7	36	11
<u>Other</u>	<u>14</u>	<u>2</u>	<u>7</u>	<u>4</u>	<u>27</u>	<u>11</u>
Totals	88	34	36	27	185	92
Percent	47.6%	18.4%	19.4%	14.6%	100.0%	49.7%

Source: Hanna:Keelan Associates, P.C., 2015.



(2) Existence of Defective or Inadequate Street Layout.

The street pattern within **Redevelopment Area #2** consists of a standard rectilinear grid system, combined with “service roads” through Tuxedo Park and the Saline County Fairgrounds. The Highway 33/103 Corridor travels through the **Area** in a northeast to southwest direction. A large portion of the **Area** also consists of the right-of-way for the Burlington Northern Santa Fe Railway Corridor. Major problem conditions that contribute to the **Factor** of existence of defective or inadequate street layout are discussed below.

1. Condition of Streets.

Street conditions throughout the **Redevelopment Area**, overall, were found to be in “good” condition. Several local streets were observed to be in deteriorating or dilapidated condition. A total of 64 front on streets in “fair” condition. An additional 30 parcels were observed to front on streets in poor condition.

Several privately owned concrete and gravel surfaced parking areas and driveways are severely impacted by “alligator cracking” and settling, or gravel surfaced surfaces in “fair” to “poor” condition.

2. Streets with inadequate speed control devices.

Vehicles traveling throughout **Redevelopment Area #2**, along the Highway 33/103 Corridor and West 13th Street, were observed to be moving at speeds in excess of posted limits. Additional traffic control devices are needed to reduce vehicle speeds that endanger pedestrians and other vehicles.

3. Grade-level railway crossings.

Several street segments, including the Highway 33/103 Corridor, intersect with the Burlington Northern Santa Fe Railway Corridor. The Community routinely experiences a medium to high number of trains utilizing this Corridor, which can cause delays in the flow of vehicular and pedestrian traffic. The City of Crete should monitor Railway crossings to ensure the highest level of safety is in place.

Conclusion.

The existence of defective or inadequate street layout in Redevelopment Area #2 is a strong presence and constitutes a Blight Factor.

3) **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.**

Building use and condition surveys, the review of property ownership and subdivision records and field surveys resulted in the identification of conditions associated with faulty lot layout in relation to size, adequacy and accessibility, or usefulness of land within **Redevelopment Area #2**. The problem conditions include:

1. **Inadequate Lot Size and Adequacy Issues.**

Several platted residential lots in the eastern and southeastern portion of the **Redevelopment Area** are too small to support today's residential development standards. Examples exist where multiple platted lots would need to be purchased to support the development of residential housing units. Additionally, irregularly subdivided lots exist in the **Area**, due to the location of the Burlington Northern Santa Fe Railway Corridor and the flow of the Big Blue River. Platted lots of record exist that utilize the Railway Corridor as a line of demarcation. This has caused the underutilization of available, developable land.

2. **Accessibility or Usefulness.**

The Big Blue River Corridor flows through the middle of the **Redevelopment Area**. Floodplains and floodways associated with the River leave large tracts of vacant land undevelopable, especially in the northeastern portion of the **Area**.

Large, vacant tracts of land exist within the **Redevelopment Area**, but adjacent and outside the Corporate Limits of the City of Crete. These tracts are largely used for agricultural purposes. The existing vacant tracts of land will need to be subdivided, as per the City of Crete Subdivision Regulations, to support future growth that is consistent with the Land Use Plan of the City's Comprehensive Plan.

Conclusion.

Faulty lot layout in relation to size, adequacy and usefulness is a strong presence throughout Redevelopment Area #2.

(4) **Insanitary and Unsafe Conditions.**

The results of the area-wide field survey, along with information retained from City Officials provided the basis for the identification of insanitary and unsafe conditions within the **Redevelopment Area #2**.

1. **Age of Structures.**

The analysis of all 185 structures in the **Redevelopment Area** identified 58.3 percent, or 108 structures as being 40+ years of age or built prior to 1975. Additionally, the estimated average age of residential buildings is 83.4 years. The average age of commercial buildings is approximately 46.4 years. The advanced age of residential structures results in the potential for deteriorating buildings and other structures with deferred maintenance.

2. **Deteriorating Buildings.**

The deteriorating or dilapidated conditions documented in this **Study** were prevalent in an estimated 49.7 percent of the existing structures. Structures in this condition can result in hazards which endanger adjacent properties.

3. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13th Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13th Street. No sanitary sewer exists west along 13th Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Conclusion.

Insanitary and unsafe conditions are a strong presence throughout the Redevelopment Area.

(5) Deterioration of Site or Other Improvements.

Field observations were conducted to determine the condition of site improvements within **Redevelopment Area #2**, including arterial and local streets, storm water drainage ditches, traffic control devices and off-street parking. The **Appendix** documents the present condition of these site features. The primary problems in the **Redevelopment Area** are building and associated property conditions, as well as street and sidewalk conditions and private parking areas.

A total of 112 parcels, or 65.1 percent of the total 172 parcels within **Redevelopment Area #2** received an overall site condition rating of “fair”, while an additional 34 parcels, or 19.8 percent received a “poor” rating. Combined, these parcels amount to an estimated 85 percent of the parcels in the **Area** having substandard site conditions. Conditions that lead to these findings included:

1. A total of 121, or 70.3 percent of the parcels have no sidewalks. An additional 14 parcels, or 8.2 percent have sidewalks in “fair” to “poor” condition. The poor condition of sidewalks, or lack thereof puts the health, safety and well-being of pedestrians at risk.
2. A total of 64 parcels, 37.2 percent of the total 172 parcels front on streets that were identified to be in “fair” condition. An additional 30 parcels front on streets in “poor” condition. Thus, a total of 94 (54.6 percent) of the streets adjacent parcels in the **Redevelopment Area** are in need of repair/resurfacing.
3. Approximately 56, or 30.3 percent of the total 185 structures were identified as deteriorating with major defects. An additional 36, or 19.5 percent of the structures were observed to be dilapidated. Collectively, these structures account for 49.7 percent of the buildings throughout **Redevelopment Area #2** needing rehabilitation, or potentially, if cost prohibitive to be restored, should be targeted for demolition and replacement with a new structure. In general, the parcels that these structures are situated on, also, lack upkeep and maintenance and exhibit minimal landscaping or other improvements.
4. A total of 75 parking areas, or 43.6 percent of the 172 total parcels, are “unimproved,” or lacking a hard surface.

Conclusion.

Deterioration of site improvements is a strong presence in the Crete Redevelopment Area #2.

(6) Diversity of Ownership.

The total number of unduplicated owners within **Redevelopment Area #2** is estimated to be **126 individuals, partnerships or corporations.** Publicly owned lands and local street public rights-of-way are located throughout the **Redevelopment Area.**

The necessity to acquire numerous lots is a hindrance to redevelopment. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Public patronage is also required to repay such financial support. Such assemblage is difficult without public intervention.

Conclusion.

The Factor “diversity of ownership” is a strong presence in Redevelopment Area #2.



(7) **Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.**

A thorough examination of public records was conducted to determine the status of taxation of properties located in **Redevelopment Area #2**. It should be noted, real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. If a badly dilapidated property was assessed (or valued) too high, the public protest system is designed to give the owner appropriate relief and tax adjustment.

1. **Real estate Taxes.**

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Redevelopment Area**. The records indicated that **six** of the parcels were classified as delinquent by the Saline County Treasurer's Office.

2. **Real Estate Values.**

The tax values within **Redevelopment Area #2** generally appeared to be equal to or greater than the market value of the properties. The total estimated appraised valuation within the **Redevelopment Area** is **\$16,442,255**.

3. **Tax Exempt.**

There are **11 properties** within the **Redevelopment Area**, identified by the Saline County Assessor and Treasurer's Offices, as having full exemption from property taxes.

Conclusion.

Taxes or special assessments delinquency were of no presence in Redevelopment Area #2.

(8) Defective or Unusual Condition of Title.

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

Conclusion.

Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in Redevelopment Area #2.



(9) Improper Subdivision or Obsolete Platting.

An analysis of the subdivision conditions in **Redevelopment Area #2** revealed that improper subdivision and obsolete platting is prevalent throughout the **Area**. Individual parcels throughout the **Area** have a wide range of sizes and shapes. Land throughout the central and western portion of the **Area** were developed upon irregular tracts of land that were incrementally split off from larger lots. The subsequent lot splits were accomplished by metes and bounds descriptions to legally establish ownership, without officially platting and subdividing the lands to guide development of the larger area. In many instances the underlying parcel boundaries no longer support current or future uses.

Although several irregular tracts have developed, many include large areas of vacant land that could potentially be further split off to support future development. These irregular tracts are also large enough in area to be exempt from the Subdivision Regulation requirements of the City of Crete. These irregular tracts of land do not conform to current municipal subdivision standards, or specifically to those of the City of Crete. In order for the redevelopment of these parcels areas to occur, large areas should be replatted to support current and future development needs.

The individual lot sizes throughout the **Redevelopment Area** vary greatly in size and shape. Narrow lot sizes of 50' width parcels, or less, were intended to support early 20th Century residential development. Lots in the central portion of the Area consist of irregular boundaries due to the existence of the Burlington Northern Santa Fe Railway Corridor and the flow of the Big Blue River. The existing floodplain and floodway of the River prohibits the development of vacant land in the northern portion of the **Area**.

Large, undeveloped tracts of vacant land exist within the **Redevelopment Area**, but outside the current corporate limits of Crete. These tracts are largely used for agricultural purposes and are not serviced by any local water or sewer utilities. Before subdivision and development can occur, this land will need to be annexed into the Community and have the necessary utilities installed.

In order for redevelopment of these functionally obsolete properties to occur, the assemblage of multiple parcels would be necessary. This process inhibits the acquisition of property and makes redevelopment efforts difficult to occur solely within the private sector.

Conclusion.

A strong presence of improper subdivision or obsolete platting exists throughout Redevelopment Area #2.

10) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

There are wood-framed and masonry buildings containing combustible elements and fixtures, located throughout **Redevelopment Area #2**. Several of these buildings have been vacant for an extended length of time and not adequately maintained. These vacant structures will require extensive rehabilitation to be able to support new commercial tenants. **Approximately 92 buildings, or 49.7 percent of the total 185 buildings are deteriorating or dilapidated.**

2. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13th Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13th Street. No sanitary sewer exists west along 13th Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Specific data relating to **Redevelopment Area #2** are discussed in the following paragraphs.

Approximately 108 (58.3 percent) of the total 185 structures in the **Redevelopment Area** were built prior to 1975, thus 40+ years of age. The average age of the residential structures is estimated to be 83.4 years. The estimated average age of commercial buildings is 46.4 years. Wood frame and masonry buildings containing combustible elements and fixtures are located throughout the **Area**, many of which are deteriorated or dilapidated. These buildings, located throughout the **Redevelopment Area**, are in need of structural repair or fire protection.

(11) Other Environmental and Blighting Factors.

The **Nebraska Community Development Law** includes in its statement of purpose an additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

Functional and economic obsolescence is apparent in several residential structures within the **Redevelopment Area**. Originally built in the late 1800s to early 1900s, these residential buildings are approaching 120+ years of age. These older buildings are much smaller by current commercial and residential development standards, as they were constructed on narrow lots measuring 50' or less in width. Due to the lack of adequate maintenance and upkeep, several of these structures are also deteriorating or have become dilapidated. The size, age and condition of these structures are often incapable of being renovated for use by current businesses or residences and thus are functionally and economically obsolete.

Although infrastructure improvements have occurred throughout portions of the **Redevelopment Area**, additional efforts are needed. Numerous problems or obstacles exist for comprehensive redevelopment efforts by the private sector; problems that only public assistance programs can remedy. These include removal of substantially dilapidated structures and socially undesirable land uses, the improvement of water and sewer systems that are outdated and undersized, and the need for addressing storm water drainage that periodically backs up on low-lying properties in the central and southern portions of **Redevelopment Area #2**.

Conclusion.

Other Environmental, Blighted Factors are a strong presence throughout Redevelopment Area #2, containing a significant amount of functionally and economically obsolete commercial properties and a variety of undevelopable narrow width lots.

(12) Additional Blighting Conditions.

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must (1) meet the eleven criteria by reason of presence and (2) contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. **The average age of the residential or commercial units in the area is at least forty years;**
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

One of the aforementioned criteria is prevalent throughout the designated blighted areas.

The average age of the residential or commercial units in the area is at least forty (40) years.

The estimated average age of the residential structures in **Redevelopment Area #2** is 83.4 years. The average age of commercial structures is approximately 46.4 years. Approximately 58.3 percent, or 108 of the total 185 structures throughout the **Redevelopment Area** are at least 40+ years of age.

Conclusion.

The criteria of average age of residential units is over 40 years of age as one of five additional blighting conditions is a strong presence throughout Redevelopment Area #2.

DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY

Redevelopment Area #2 meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" All **four Factors** that constitute the **Area** as substandard are present to a strong extent. Of the 12 possible **Factors** that can constitute the **Area blighted, 10** are at least a reasonable presence in the **Redevelopment Area.** **Factors** present in each of the criteria are identified below.

Substandard Factors

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Existence of conditions which endanger life or property by fire and other causes.

Blight Factors

1. A substantial number of deteriorated or dilapidated structures.
2. Existence of defective or inadequate street layout.
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
4. Unsanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Diversity of Ownership
7. Improper subdivision or obsolete platting.
8. The existence of conditions which endanger life or property by fire or other causes.
9. Other environmental and blighting factors.
10. One of the other five conditions.

Although all of the previously listed **Factors** are at least reasonably present throughout **Redevelopment Area #2**, the conclusion is that the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of **Redevelopment Area #2** as **blighted** and **substandard**.

The extent of **Blight** and **Substandard Factors** in **Redevelopment Area #2**, addressed in this Study, is presented in **Tables 1** and **2**, **Pages 6** and **8**. The eligibility findings indicate that **Redevelopment Area #2** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Crete and support any value added developments. Indications are that the **Area**, on the whole, has not been subject to comprehensive, sufficient growth and development through investment by the private sector nor would the areas be reasonably anticipated to be developed without public action or public intervention.



**Structural/Site Conditions
Survey Form**

Parcel # _____
Address: _____

Section I:

1. Type of Units: ___ SF ___ MF ___ Mixed Use ___ Duplex ___ No. of Units
2. Units: _____ Under construction/rehab _____ For Sale _____ Both
3. Vacant Units: _____ Inhabitable _____ Uninhabitable
4. Vacant Parcel: _____ Developable _____ Undevelopable
5. Non-residential Use: _____ Commercial _____ Industrial ___ Public
Other/Specify: _____

Section II: Structural Components

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
___ Concrete ___ Stone ___ Rolled Asphalt ___ Brick ___ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
___ Asphalt Shingles ___ Rolled Asphalt ___ Cedar ___ Combination ___ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
___ Frame ___ Masonry ___ Siding ___ Combination ___ Stucco ___ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

Final Rating:

_____ Sound _____ Deficient-Minor _____ Deteriorating _____ Dilapidated
Built Within: _____ 1 year _____ 1-5 years _____ 5-10 years
 ___ 10-20 years _____ 20-40 years _____ 40-100 years _____ 100+ years

Section III: Revitalization Area

1. Adjacent Land Usage: _____
2. Street Surface Type: _____
3. Street Condition: _____ E _____ G _____ F _____ P
4. Sidewalk Condition: _____ N _____ E _____ G _____ F _____ P
5. Parking (Off-Street): _____ N _____ # of Spaces _____
Surface
6. Railway Track/Right-of Way Composition: _____ N _____ E _____ G _____ F _____ P
7. Existence of Debris: _____ MA _____ MI _____ N
8. Existence of Vagrants: _____ MA _____ MI _____ N
9. Overall Site Condition: _____ E _____ G _____ F _____ P

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
AGE OF STRUCTURE							
1-5 Years	2	1.1%	0	1	1	N/A	0
5-10 Years	0	0.0%	0	0	0	N/A	0
10-20 Years	11	5.9%	3	3	1	N/A	4
20-40 Years	64	34.6%	14	18	23	N/A	9
40-100 Years	75	40.5%	46	11	8	N/A	10
100+ Years	33	17.8%	25	1	3	N/A	4
TOTAL	185	100.0%	88	34	36	N/A	27
FINAL STRUCTURAL RATING							
Sound	54	29.2%	13	18	9	N/A	14
Deteriorating-Minor	39	21.1%	11	10	16	N/A	2
Deteriorating-Major	56	30.3%	40	5	4	N/A	7
Dilapidated	36	19.5%	24	1	7	N/A	4
TOTAL	185	100.0%	88	34	36	N/A	27
STREET CONDITION							
None	0	0.0%	0	0	0	0	0
Excellent	24	14.0%	11	0	1	10	2
Good	54	31.4%	22	18	5	8	1
Fair	64	37.2%	27	10	7	15	5
Poor	30	17.4%	15	0	8	6	1
TOTAL	172	100.0%	75	28	21	39	9
SIDEWALK CONDITION							
None	121	70.3%	39	21	19	36	6
Excellent	11	6.4%	7	0	1	1	2
Good	26	15.1%	17	7	1	1	0
Fair	12	7.0%	10	0	0	1	1
Poor	2	1.2%	2	0	0	0	0
TOTAL	172	100.0%	75	28	21	39	9
DEBRIS							
None	157	91.3%	67	26	18	37	9
Major	4	2.3%	1	0	1	2	0
Minor	11	6.4%	7	2	2	0	0
TOTAL	172	100.0%	75	28	21	39	9
OVERALL SITE CONDITION							
Excellent	3	1.7%	1	0	0	1	1
Good	23	13.4%	13	6	0	2	2
Fair	112	65.1%	44	19	15	32	2
Poor	34	19.8%	17	3	6	4	4
TOTAL	172	100.0%	75	28	21	39	9
PARKING SPACES							
Ranges	0-300	0.0%	0-2	0-500	0-350	N/A	1-200
None	0	0.0%	0	0	0	0	0
Hard Surfaced	97	56.4%	35	25	10	23	4
Unimproved	75	43.6%	40	3	11	16	5
TOTAL	172	100.0%	75	28	21	39	9

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
DOORS							
None	5	2.7%	0	2	0	N/A	3
Sound	86	46.5%	46	20	9	N/A	11
Minor	88	47.6%	40	12	25	N/A	11
Substandard	5	2.7%	1	0	2	N/A	2
Critical	1	0.5%	1	0	0	N/A	0
TOTAL	185	100.0%	88	34	36	N/A	27
WINDOWS							
None	29	15.7%	0	5	16	N/A	8
Sound	72	38.9%	37	19	9	N/A	7
Minor	78	42.2%	48	10	10	N/A	10
Substandard	5	2.7%	2	0	1	N/A	2
Critical	1	0.5%	1	0	0	N/A	0
TOTAL	185	100.0%	88	34	36	N/A	27
STREET TYPE							
None	0	0.0%	0	0	0	0	0
Concrete	91	52.9%	33	23	10	21	4
Asphalt	6	3.5%	2	2	0	2	0
Gravel	75	43.6%	40	3	11	16	5
Dirt	0	0.0%	0	0	0	0	0
Brick	0	0.0%	0	0	0	0	0
TOTAL	172	100.0%	75	28	21	39	9
PORCHES...							
None	1	0.5%	0	1	0	N/A	0
Sound	36	19.5%	13	17	3	N/A	3
Minor	89	48.1%	40	13	20	N/A	16
Substandard	58	31.4%	34	3	13	N/A	8
Critical	1	0.5%	1	0	0	N/A	0
TOTAL	185	100.0%	88	34	36	N/A	27
PAINT							
None	21	11.4%	1	7	9	N/A	4
Sound	68	36.8%	22	18	17	N/A	11
Minor	52	28.1%	33	6	5	N/A	8
Substandard	41	22.2%	29	3	5	N/A	4
Critical	3	1.6%	3	0	0	N/A	0
TOTAL	185	100.0%	88	34	36	N/A	27
DRIVEWAY							
None	1	0.5%	1	0	0	N/A	0
Sound	23	12.4%	7	12	2	N/A	2
Minor	32	17.3%	16	11	4	N/A	1
Substandard	128	69.2%	63	11	30	N/A	24
Critical	1	0.5%	1	0	0	N/A	0
TOTAL	185	100.0%	88	34	36	N/A	27

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
ROOF STRUCTURE							
None	0	0%	0	0	0	N/A	0
Sound	50	27%	10	16	9	N/A	15
Minor	109	59%	62	17	21	N/A	9
Substandard	26	14%	16	1	6	N/A	3
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
WALL FOUNDATION							
None	0	0%	0	0	0	N/A	0
Sound	79	43%	16	22	24	N/A	17
Minor	98	53%	68	12	9	N/A	9
Substandard	8	4%	4	0	3	N/A	1
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
FOUNDATION							
None	10	5%	7	0	0	N/A	3
Sound	101	55%	30	26	27	N/A	18
Minor	69	37%	49	8	7	N/A	5
Substandard	5	3%	2	0	2	N/A	1
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
FOUNDATION TYPE							
Concrete	155	99%	80	28	32	N/A	15
Stone	0	0%	0	0	0	N/A	0
Rolled Asphalt	0	0%	0	0	0	N/A	0
Brick	2	1%	1	0	1	N/A	0
Other/None	0	0%	0	0	0	N/A	0
TOTAL	157	100%	81	28	33	N/A	15
ROOF SURFACE							
None	0	0%	0	0	0	N/A	0
Sound	105	57%	48	24	15	N/A	18
Minor	56	30%	23	9	18	N/A	6
Substandard	23	12%	16	1	3	N/A	3
Critical	1	1%	1	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
ROOF TYPE							
Asphalt Shingles	94	51%	72	8	4	N/A	10
Rolled Asphalt	22	12%	9	8	2	N/A	3
Cedar	1	1%	1	0	0	N/A	0
Combination	2	1%	0	2	0	N/A	0
Other	66	36%	6	16	30	N/A	14
TOTAL	185	100%	88	34	36	N/A	27

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
CHIMNEY							
None	162	88%	72	33	33	N/A	24
Sound	4	2%	3	0	1	N/A	0
Minor	11	6%	10	0	1	N/A	0
Substandard	8	4%	3	1	1	N/A	3
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
GUTTER, DOWNSPOUTS							
None	62	34%	24	7	18	N/A	13
Sound	74	40%	29	23	13	N/A	9
Minor	45	24%	33	4	4	N/A	4
Substandard	4	2%	2	0	1	N/A	1
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
WALL SURFACE							
None	3	2%	0	0	0	N/A	3
Sound	102	55%	38	26	26	N/A	12
Minor	53	29%	31	8	4	N/A	10
Substandard	27	15%	19	0	6	N/A	2
Critical	0	0%	0	0	0	N/A	0
TOTAL	185	100%	88	34	36	N/A	27
WALL SURFACE TYPE							
Frame	34	18%	23	1	0	N/A	10
Masonry	17	9%	1	7	5	N/A	4
Siding	100	54%	47	15	29	N/A	9
Combination	22	12%	9	10	1	N/A	2
Stucco	1	1%	0	0	0	N/A	1
Other	11	6%	8	1	1	N/A	1
TOTAL	185	100%	88	34	36	N/A	27
PARKING SURFACE							
None	63	37%	15	4	4	36	4
Concrete	40	23%	20	16	4	2	0
Asphalt	3	2%	1	1	1	0	0
Gravel	57	33%	36	6	10	1	5
Dirt	6	3%	3	1	2	0	0
Brick	0	0%	0	0	0	0	0
TOTAL	172	100%	75	28	21	39	9
PARKING SPACES							
None	63	37%	15	4	4	36	4
1 to 2	54	31%	49	2	3	1	0
3 to 5	13	8%	5	5	3	1	0
6 to 10	16	9%	3	7	3	1	3
11 to 20	10	6%	1	3	5	0	1
21 or More	13	8%	2	7	3	0	1
TOTAL	172	100%	75	28	21	39	9

**CITY COUNCIL OF THE
CITY OF CRETE, NEBRASKA**

RESOLUTION NO. 2017-12

(Blight and Substandard Declaration and
Redevelopment Plan – Redevelopment Area #2)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRETE,
NEBRASKA, DECLARING A PORTION OF THE CITY OF CRETE, NEBRASKA
TO BE BLIGHTED AND SUBSTANDARD AND APPROVING A
REDEVELOPMENT PLAN FOR THE CITY OF CRETE, NEBRASKA.**

WHEREAS, it is desirable and in the public interest of the City of Crete, Nebraska (the “City”), to undertake and carry-out redevelopment projects in areas of the City that are determined to be substandard and blighted, as defined in the Nebraska Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq., as amended (the “Act”), and in need of redevelopment;

WHEREAS, Hanna:Keelan Associates, P.C. has prepared the Blight & Substandard Determination Study dated October of 2015 (the “Blight and Substandard Study”) for a certain portion of the City legally described on the attached Exhibit “A”, which is incorporated by this reference (“Redevelopment Area #2), and the Redevelopment Plan for Redevelopment Area #2 dated October of 2015, copies of which are on file with the City Clerk of the City of Crete;

WHEREAS, on March 27, 2017, the Planning Commission of the City reviewed the Blight and Substandard Study and the Redevelopment Plan, and recommended that Redevelopment Area #2 be declared a blighted and substandard area within the meaning of the Act and that the City Council approve the Redevelopment Plan;

WHEREAS, on April 4, 2017, the Community Development Agency of the City (“CDA”) reviewed the Blight and Substandard Study and the Redevelopment Plan, and recommended that Redevelopment Area #2 be declared a blighted and substandard area within the meaning of the Act and that the City Council approve the Redevelopment Plan;

WHEREAS, on April 4, 2017, the City Council held a public hearing relating to the question of whether Redevelopment Area #2 is substandard and blighted and in need of redevelopment within the meaning of the Act, and the question of whether the Redevelopment Plan is consistent with the general plan of development of the City of Crete;

WHEREAS, a notice of public hearing was published in the Crete Newspaper on March 15, 2017 and March 22, 2017, which was at least ten (10) days prior to the time of the public hearing, which notice described the time, date, place and purpose of the hearing and specifically identified the area to be considered as substandard and blighted and in need of redevelopment;

WHEREAS, the City Council has reviewed and discussed the recommendations received from the Planning Commission; and

WHEREAS, the City Council has duly considered all statements made and material submitted related to the submitted questions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crete, as follows:

A. Substandard Declaration:

The City Council finds that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of substandard conditions in Redevelopment Area #2.
2. Redevelopment Area #2 contains a strong presence of dilapidated or deteriorating conditions, and a strong presence of conditions which endanger life or property by fire or other causes.
3. Redevelopment Area #2 contains a predominance of buildings and improvements that are in excess of forty (40) years old and therefore constitute aged or obsolescent buildings and structures within the meaning of Neb. Rev. Stat. § 18-2103(10).

BE IT RESOLVED, that based on the findings listed in paragraphs 1 through 3 above, the City Council hereby declares that Redevelopment Area #2 is a substandard area in need of redevelopment within the meaning of the Act.

B. Blight Declaration:

The City Council further finds that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of blighted conditions in Redevelopment Area #2.
2. Redevelopment Area #2 contains a strong presence of insanitary or unsafe conditions, deterioration of site or other improvements, and the existence of conditions which endanger life or property by fire or other causes.
3. The average age of residential or commercial structures in Redevelopment Area #2 is in excess of forty (40) years.

BE IT RESOLVED, that based on the findings in paragraphs 1 through 3 above, the City Council hereby declares that Redevelopment Area #2 is a blighted area in need of redevelopment within the meaning of the Act and adopts the Blight and Substandard Study.

C. Redevelopment Plan Approval:

The City Council further finds that:

1. Redevelopment Area #2 is, or will be, in need of redevelopment to remove blight and substandard conditions identified in the Blight and Substandard Study.
2. The Redevelopment Plan will, in accordance with the present and future needs of the City of Crete, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan is in conformance with the general plan for development of the City as a whole, as set forth in the City of Crete Comprehensive Plan.

BE IT RESOLVED, that pursuant to the provisions of the Act and in light of the findings in paragraphs 1 through 3 above, the City Council does hereby approve and adopt the Redevelopment Plan; provided, however, that the portions of Redevelopment Area #2 that are currently located outside the corporate limits of the City of Crete shall not be included in the CDA's area of operation and shall not be eligible for the use of tax increment financing pursuant to the Act until such land is annexed into the City, at which time such land shall be automatically included within the CDA's area of operation and eligible for tax increment financing as part of an approved redevelopment project, without any further action by the City Council.

DATED this 4th day of April, 2017.

CITY OF CRETE, NEBRASKA

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

REDEVELOPMENT AREA #2

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17th Street, thence east along said extended line and continuing to the east along said north line of 17th Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13th Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12th Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel #760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel #760051062, then #760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15th Street to its intersection with the east line of Idaho Avenue, also known as the west Corporate Limit Line, thence north along said west Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

CITY OF CRETE, NEBRASKA

PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The City of Crete, Nebraska will in all cases of procurement for professional services construction services and materials needed for Community Development Block Grant (CDBG) Programs be in conformance with State and local laws and regulations, Federal law and the standards identified in 2 CFR Part 200 Chapter 300; in all cases the stricter shall apply. The following procedures summarize said laws and regulations.

1. Pre-Procurement

A. The grantee must not execute any contract for goods or services prior to the Department issuing the grantee a written Notice of Release of Funds with the exception of contracts for general administration services.

B. Selection Procedures for Procurement Transactions (2 CFR 200.319(c)):

a. The purchase of unnecessary or duplicate items is avoided. Where appropriate, an analysis should be made of lease vs. purchase alternatives (2 CFR 200.318(c));

b. Whenever possible, use of federal excess and surplus property, or of intergovernmental agreements for procurement or use of common goods and services should be considered as a way to foster greater economy and efficiency (2 CFR 200.318(f));

c. All purchase orders (and contracts) are signed by the grantee's authorized official(s);

d. Items delivered and paid for are consistent with the purchase order and/or contract for the goods or services;

e. Timely payment to vendors occurs once the order is delivered, inspected, accepted, and payment authorized;

f. A cost or price analysis is performed for every procurement action, including contract modifications, and documentation to that effect is maintained in the grantee's files. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the grantee must make independent estimates before receiving bids or proposals (2 CFR 200.323(a));

g. Profit or fee is negotiated separately from price where competition is lacking or a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (2 CFR 200.323(b)); and,

h. "Loss-leader" arrangements, where a consultant offers to prepare a grant application or preliminary engineering estimates at cut rates or at no cost in return for a future contract if the application is funded, are prohibited by federal regulations.

i. The City of Crete will make every effort to use local business firms and contract with small, minority-owned, and women-owned businesses in the procurement process by:

a. Incorporating such businesses in solicitation lists whenever they are potential sources;

b. Ensuring that such businesses are solicited when identified as potential sources;

City of Crete, Nebraska
Procurement Procedures and Code of Conduct

- c. Dividing procurement requirements, when economically feasible, to permit maximum participation of such businesses;
- d. Requiring prime contractors, when subcontracts are let, to take affirmative steps to select such firms; and,
- e. To the greatest extent feasible, the City of Crete will award contracts for work to be performed to eligible business concerns located in or owned by residents of the target area (see 24 CFR 570.607(b)).

C. Code of Conduct

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of Crete, Nebraska engaged in the award and administration of contracts supported by Federal funds under Community Development Block Grant.

- I. The provisions and requirements of the Conflicts of Interest, at subpart (d) of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49 14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.320 (f) are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer or agent of the municipality shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee or agent; any member of his or her immediate family; his or her partner; or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- III. The municipal employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

2. Procurement

A. Procurement shall be made by one of the following methods:

- 1) Micro Purchases [2 CFR 200.320 (a)]

The Department considers procurement by micro-purchase procedures best suited to obtaining small quantities of supplies and services. Grantees may follow either their local small purchase procurement policy or the federal policy. If the local policy is used, it must be at least as stringent as the federal policy, described below.

The micro-purchase method may be used for procurement of \$3,000 or less in the aggregate, per 2 CFR 200.67 Micro-purchase. A procurement of more than \$3,000 may not be inappropriately broken up into smaller components solely to qualify for the micro- purchase approach. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions).

The grantee must distribute micro-purchases equitably among qualified suppliers.

Micro-purchases may be awarded without soliciting competitive quotations if the grantee considers the price to be reasonable.

- 2) Small Purchase [2 CFR 200.320 (b)]

The Department considers procurement by small purchase procedures best suited to obtaining small quantities of supplies. Grantees may follow either their local small purchase procurement policy

City of Crete, Nebraska
Procurement Procedures and Code of Conduct

or the federal policy. If the local policy is used, it must be at least as stringent as the federal policy, described below.

The small purchase method may be used for procurement of \$150,000 or less in the aggregate, per 2 CFR 200.320(d). A procurement of more than \$150,000 may not be inappropriately broken up into smaller components solely to qualify for the small purchase approach. "Simplified acquisition threshold" means \$150,000. Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) 200.88 (Simplified acquisition threshold) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of §200.67 Micro-purchase.)

Competition is sought through oral or written price quotations. The grantee must document the receipt of an adequate number (usually at least three) of price or rate quotations from qualified vendors.

- 1) Identify in writing the item to be procured.
- 2) Solicit in writing, written quotes from at least three qualified bidders. Verbal quotes, documented by the grantee in writing, are acceptable for purchases of less than \$500.
- 3) Identify the lowest responsible bidder.
- 4) Notify each bidder in writing as to whether or not they are the apparent low bidder.
- 5) Execute a contract to the lowest responsible bidder.

3) Competitive Sealed Bid [2 CFR 200.320 (c)]

The Department considers this method of procurement best suited to obtaining contractors for construction projects and for large quantities of goods or materials. This method must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be made principally on the basis of price.

- 1) The grantee must advertise the invitation for bids in publications of general circulation, solicit bids from an adequate number of known suppliers, providing them sufficient time to respond prior to bid opening;
- 2) The invitation for bids must include complete and accurate specifications and pertinent attachments, and clearly define items or services needed, in sufficient detail for the bidders to properly respond;
- 3) Bids must be opened publicly at the time and place stated in the Invitation for bids;
- 4) The grantee must receive at least two or more responsible bids for each procurement transaction; and,
- 5) If awarded, a firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder. The grantee can, however, decide not to make the award to any of the bidders.
- 6) Any or all bids may be rejected if there is a sound documented reason.

BONDING AND INSURANCE For construction or facility improvement contracts or subcontracts exceeding \$150,000, the grantee must ensure that its procurement meets the minimum federal requirements (2 CFR 200.325) for bid guarantees, performance bonds, and payment bonds. These include:

- 1) A bid guarantee from each bidder equivalent to 5% of the bid price. The bid guarantee must be a firm commitment in the form of a bid bond, certified check or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount;
- 2) A performance bond from the contractor for 100% of the contract price to secure the contractor's fulfillment of all obligations under the contract; and,
- 3) A payment bond from the contractor for 100% of the contract price, to assure payment of all persons supplying labor and material under the contract.

4) Competitive Proposals [2 CFR 200.320(d)]

The Department considers this procurement method best suited to obtaining professional services. This is normally conducted with more than one source submitting an offer, and either a fixed-price or not-to-exceed type contract is awarded. It is generally used when conditions are not

City of Crete, Nebraska
Procurement Procedures and Code of Conduct

appropriate for the use of sealed bids. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

The review process for both statements of qualification and proposals in response to an RFP should be thorough, uniform, and well documented. The department prefers that this review be conducted by a committee or board which, to the extent possible, includes persons with technical skills. Reviewers should have no potential conflicts of interest with the firms or individuals under review, such as family relationships, close friendships, or business partnerships. (Refer to Code of Federal Regulations 2 CFR 200.318(c)(1), which in part states: “the non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.”.)

Evaluation Criteria

- Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and the complexity of the project
- Past record of performance on contracts with the municipality and other clients, including quality of work, timeliness and cost control
- Capacity of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm
- Familiarity of the firm with the type of problems applicable to the project
- The relative importance of these criteria can be indicated by assigning weights to each Request for Proposals

1) The Request for Proposals (RFP) must clearly and accurately state the technical requirements for the goods and services required.

- a. It should specify the scope of services and the type of contract to be provided; cost reimbursement (also known as cost plus fixed fee); fixed price; or per diem contract. Cost plus a percentage of cost contracts are unacceptable and must not be used.
- b. The RFP also should specify the cost and pricing data required to support the proposed cost, anticipated start and completion dates, and evaluation criteria to be used in ranking proposals. The grantee should make available pertinent materials, such as reports, maps and site plans to assist the bidders in preparing proposals. For complicated projects, the grantee may wish to conduct a pre-bid conference to discuss the project, describe available materials, and explain relevant CDBG contract regulations.

2) The grantee must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete;

3) Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement;

4) The grantee must conduct a technical evaluation of the submitted proposals to identify the responsible offerors;

5) As necessary, the grantee must conduct negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the grantee's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a “best and final” offer; and

6) The grantee must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals or “best and final” offers according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the most advantageous source of the goods and services.

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Request for Qualifications

For procurement involving architecture or engineering services, the grantee shall use the Request for Qualifications (RFQ) competitive proposal procedure whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. In these instances, price is not used as a selection factor. The grantee should review and rank every statement received, and either contact the first two or three choices to request a proposal covering the scope of services and estimated costs, or select the top firm and begin negotiations.

Once the most-qualified firm is identified, only that firm is asked for a price proposal, which is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded.

The grantee must take care to document the basis for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may not be used to purchase other than architectural and engineering services (2 CFR 200.320(d)(5)).

For applicants' information, the above-cited federal rule relating to the procurement of architectural and engineering (A/E) services is quoted verbatim: "Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort."

This means that:

- Qualifications-based procurement can be used only for A/E services.
- A Request for Qualifications may be issued.
- The competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
- An RFQ cannot be used to purchase other types of services, even though A/E firms are potential sources to perform other types of services.

In addition, the federal procurement regulations generally discourage the use of local geographical preferences in the evaluation of bids or proposals except where mandated by federal statutes, due to the restrictions on open competition, which result. However, in procuring architectural and engineering services, geographic location is permitted as a selection criteria provided this criterion leaves an appropriate number of qualified firms (24 CFR 85.36(c)(2)).

5) Non-Competitive Proposals/Sole Source [2 CFR 200.320(f)]

This method may be used only under very limited circumstances and the grantee must obtain Department approval before using this method. When requesting permission to use this method, the grantee will have to show that another method of procurement was not feasible because:

- The item or service was only available from a single source;
 - A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or
 - Competition was determined to be inadequate after solicitation of proposals from a number of sources.
- B.** The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. **This shall be noted in both the solicitation as well as the actual contract for services.**
- C.** The City shall maintain records sufficient to detail the significant history of a procurement. These records shall include at a minimum: rationale for the method of procurement; selection of contract

type; contractor selection or rejection; and the basis for the cost or price. **This shall include any follow up efforts in the event fewer than three proposals are received.**

D. The grantee must ensure that awards using Federal funds are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, and 2 CFR Part 180, "Debarment and Suspension" (2 CFR 212). Prior to award of the contract, the grantee must check the System for Award Management (<http://sam.gov>) to make sure the proposed prime contractor and all subcontractors are not debarred, suspended, or ineligible. The grantee must check the company, as well as the owner of the construction company. The grantee must print the result(s) of the search and retain in their files.

E. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:

General Administrative Provisions

- Effective date of the contract.
- Names and addresses of the firm and the grantee.
- Citation of the authority of the grantee under which the contract is entered into and the source of the funds.
- Conditions and terms under which the contract may be terminated by either party and remedies for violation/breach of contract.
- Procedures for amending or revising the contract.
- Names of representatives of municipality and firm who will act as a liaison for administration of the contract
- A clause prohibiting a transfer of any interest in the contract by the consultant
- Provisions requiring the consultant to maintain records and furnish reports

Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 compliance clause (Required only if the contract exceeds \$100,000)
- Access to Records/Maintenance of Records clause
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause

F. In case of protest or dispute relating to procurements, the City of Crete, Nebraska shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to: (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or

City of Crete, Nebraska
Procurement Procedures and Code of Conduct

subgrantee. Anyone wishing to protest or dispute a procurement shall submit a description of their protest or dispute in writing within 30 days of the procurement decision. A written response shall be prepared by the City Administrator and mailed to the protester within 30 days or receipt of the protest. Both the protest and response shall then be provided to the awarding agency. The protester may protest the response in writing within 15 days of the date of the response. A protest to the response shall be reviewed by the City Council and a response regarding the decision of the council shall be provided to the protester in writing within 15 days of the decision.

3. **Post-Procurement**

The grantee must have a documented system of contract administration for determining the adequacy of contractor performance (2 CFR 200.318(b)). This system shall include: regular review of contract activities by the contract administrator, including progress reports, status reports, and timesheets, as required; monitoring the vendor's progress and performance pursuant to the terms of the contract; and documenting significant events or milestones in writing.

Adopted by the City Council of the City of Crete, Nebraska on this _____ day of

_____, 2017.

Roger Foster, Mayor

Attest: _____
Jerry Wilcox, City Clerk

RESOLUTION NO. 2017-13

WHEREAS, the City of Crete, Nebraska has been awarded a Community Development Block Grant (CDBG) through the State of Nebraska Department of Economic Development (DED) for community development purposes; and

WHEREAS, a condition of the CDBG Program requires the Mayor to certify to the DED that the City has adopted and will enforce procurement procedure and code of conduct.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA, that the attached Procurement Procedures and Code of Conduct is hereby adopted.

Passed and approved by the City Council of the City of Crete, Nebraska, this _____ of _____, 2017.

Roger Foster, Mayor

ATTEST:

Jerry Wilcox, City Clerk

RESOLUTION NO. 2017-14

WHEREAS, the City of Crete, Nebraska (City) has been awarded a Community Development Block Grant (CDBG) through the State of Nebraska Department of Economic Development (DED) for Downtown Revitalization (DTR) Category funds; and

WHEREAS, The CDBG DTR Program will provide funds for offering commercial rehabilitation assistance to eligible commercial property owners within the City, and,

WHEREAS, The City will comply with statutory and administrative regulations associated with the CDBG Program, administered by the DED and will utilize CDBG funds for commercial rehabilitation within a portion of the Central Business District in accordance with the 2016 DTR Application and Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA, that the City Council herewith adopts as its official Crete Central Business District Improvement Program Guidelines the materials appended and attached hereto. No other DTR/Commercial Rehabilitation Program Guidelines shall stand or be in effect other than the **Crete Central Business District Improvement Program Guidelines dated April 4, 2017.**

Passed and approved by the City Council of the City of Crete, Nebraska, this _____ of _____, 2017.

Roger Foster, Mayor

ATTEST:

Jerry Wilcox, City Clerk

Crete Central Business District Improvement Program



Program Guidelines and Application Packet

All application materials and questions should be submitted to the Southeast Nebraska Development District (SEND), 2100 Fletcher Ave., Ste. 100, Lincoln, NE 68521, 402-475-2560.

Map of Project Area with Downtown Historic District Overlay



Downtown District Eligible Project Area 

Historic District Overlay 

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THE CITY OF CRETE
CENTRAL BUSINESS DISTRICT IMPROVEMENT
PROGRAM GUIDELINES
ADOPTED 04/04/2017

Overview

The purpose of this program is to utilize Community Development Block Grant Economic Development Funds for Downtown Revitalization in Crete in order to attract consumers, new residents, and new businesses, as well as to support existing businesses.

The program's goals are:

1. Enhance the environmental and historical quality of the Crete Downtown Historic District.
2. Improve the economic potential of individual buildings and the Central Business District area.
3. Strengthen property values.
4. Create more viable commercial spaces.
5. Protect residents, patrons, and the physical environment by reducing life, health and safety issues.
6. Eliminate blight conditions by enabling more businesses, residents, and visitors to use downtown Crete on a regular basis.
7. Improve ingress/egress to commercial properties and second floors.

Grant Summary:

- Available to property owners and business owners within Crete Central Business District
- Funding will be allocated using a pro rata formula until all program funds are expended
- Requires a minimum 25% match by the property owner (i.e. \$1,000 total project cost is \$250 in match and \$750 in grant)
- Request and design must be approved by the City of Crete
- Façade improvements must be compliant with the Crete Downtown Design Guidelines and remain so through the economic life of the structure.
- All improvements must be compliant with applicable building codes, zoning ordinances, and historic property requirements, when applicable.
- Proposed improvements must adhere to Design Guidelines.
- **All reconstruction, renovations, and repairs shall be approved by the Program prior to making such improvements.**
- Work needs to be completed within six (6) months of contract signing and invoices submitted within thirty (30) days of rehabilitation completion.

1 ADMINISTRATION

1.1 Official Program Office

The official contact person/program office for the Program is: SENDD, 2100 Fletcher Ave., Ste. 100, Lincoln, NE 68521, 402-475-2560.

1.2 Program Advisory Committee

The LB840 Committee shall serve as the Program Advisory Committee for this program.

1.3 Program Management

The program shall use the services of a Certified CDBG Grant Administrator and a qualified Property Inspector.

2 PROGRAM ELIGIBILITY

2.1 Applicant

Decisions on applications for this program are based on the criteria outlined in this document. Each application/request will be considered solely on its merits, without regard to age (provided the applicant is of age as prescribed by law), color, creed, marital status, national origin, political party affiliation, race or gender of the applicant(s).

2.2 Property

2.2.1 Use and Condition

The property must be primarily for commercial use (50% of building space is for commercial purposes). Each property shall require a property structural engineering overview prepared by a licensed engineer, which establishes that the property is in a structurally sound condition. If the building is not structurally sound, the Program will not provide financial assistance for the property.

2.2.2 Location

Eligible properties shall be commercial properties located within the Central Business District (bounded by 9th Street, the South side of 14th Street from Norman to Main and both North and South sides of 14th Street from Main to Linden, Norman Avenue, and Linden Avenue) of the City of Crete, Nebraska.

2.2.3 Floodway and Floodplain

Project will not approve properties located within Floodways. Project may allow non-critical actions for properties located in 500-year floodplain (B Zone or shaded X Zone). Project may allow for improvements in 100-year floodplain (A Zone) on properties that do not meet the thresholds for “substantial improvement” under § 55.2(b)(8).

The owner will be required to maintain flood hazard insurance if building structure is located in a FEMA-identified Special Flood Hazard Area (SFHA) or unless property has an Elevation Certificate. For this project, HUD assistance is provided as a grant. Insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

2.2.4 Property Insurance and Property Taxes

The owner is required to maintain property hazard insurance, with an amount equal to the replacement value of the dwelling.

Real Estate taxes and all other debts to the City must be current at the time application is made and kept current.

2.2.5 Property Maintenance

Properties shall be free and clear of any debris that jeopardizes public safety and/or impairs the appearance of the neighborhood. Debris shall include, but not be limited to: inoperable automobiles, machinery, appliances, tires and accessories, noxious weeds, discarded metal and other unsightly rubble.

2.2.6 Required Documents

All applicants shall provide the below documents. Additional project-specific required documents are listed on the Application.

- A copy of lease on property if not occupied by owner.
- A completed Proposed Property Improvement Plan. Any proposed façade improvements must be consistent with Crete Downtown Design Guidelines. The Property Improvement Plan shall include a drawing of the property with descriptions of requested improvements and showing approximate locations of requested improvements.
- Color Photographs of existing façade on all exposed sides.
- Color Photographs of specific locations where requested improvements would occur.

3 ELIGIBLE USE OF FUNDS AND DESIGN GUIDELINES

Program funds are restricted in use to the preparation of a required property structural engineering overview; architectural plans and engineering specifications necessary to accomplish façade and/or interior improvements (particularly those required for renovations of properties identified with historic interest); and financing of building materials and construction labor for permanent improvements as further defined below:

3.1 Priority Improvements

This program is for Public Street Façade improvements only. Public Street Façades are defined as the front and side façades only, excluding rear façades, and are that portion

of the building which is exposed ground level to the highest point of the structure, excluding roofs, chimneys, and other ancillary elements.

Priority shall be given to applications that propose improvements that:

- ❖ Restore the Public Street Façade in compliance with SHPO requirements
- ❖ Bring the Public Street Façade into conformance with Crete Downtown Design Guidelines

Façade Improvements may include:

- a. Cleaning and painting.
- b. Brick/masonry repair or restoration.
- c. New or replacement of awnings and signs.
- d. Exterior wall repairs, including the repair, restorative installation of decorative details and other design features such as pediments, cornices, lintels, and bulkheads.
- e. Building mounted façade lighting.
- f. Entries, door and window repairs and replacements.
- g. Miscellaneous façade improvements.
- h. Façade code violation eradication.
- i. Rear façades may be considered only for restoration/repair of historic elements, to address safety issues, or to address slum and blight issues.

3.2 Design Guidelines

- Where practical, building facades planned for upgrading shall be restored to the original period design. All horizontal and vertical features shall be retained.
- All storefronts shall be designed, constructed and maintained to complement and accent the original qualities, character, and architectural features of the building. All accessories, signs and awnings shall likewise harmonize with the overall character of the building and area. All color schemes shall accent the building, as well as harmonize with historic character of adjacent buildings.
- Deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, new materials should match as closely as possible in design, color, texture, and other visual qualities to the original.
- Non-original building siding such as stucco, vinyl and aluminum should be removed whenever possible. Metal awnings should be replaced by awnings crafted from other appropriate materials.
- Replacement glass should be similar in size, color, and reflectivity to the original.
- The use of incompatible materials for reconstruction is discouraged (for example: aluminum or steel siding, faux brick, asphalt or cedar shingles, plastic, fiberglass, and stucco).
- Signage should accentuate the period architecture and should comply with local signage code ordinances.

- If awnings contain language, it should be limited to the address information only.
- If a building does not have a historic significant architectural design or feature, another proposed design may be submitted to qualify for the program.

Participants in this program are encouraged to consult with the City and the Nebraska State Historic Preservation Office (SHPO) to determine eligibility for other financing methods and means, including tax incentive programs. SHPO may be contacted by calling 1-800-833-6747 or via email hpnsht@nebraskahistory.org.

3.3 Non-Priority Rehabilitation and Improvements

3.3.1 Code Deficiencies

Improvements made must conform to applicable state and local building codes after rehabilitation work is complete. When necessary to meet specific requirements of local building codes, program funds may be used for:

- The provision, rehabilitation or removal of structural elements of the property, including the repair or replacement of fences, steps, and sidewalks.
- The grading, filling, or landscaping of the lot for other than purely aesthetic purposes.

3.3.2 Energy Conservation

- The elimination of leaks in structural openings through the installation of weather-stripping, caulking, etc.

4 FINANCIAL ASSISTANCE AND TERMS

4.1 Matching Funds

Requires a minimum 25% match by the property owner (i.e. \$1,000 total project cost is \$250 in match and \$750 in grant)

The Contractor shall submit invoices to the property owner and may submit a copy to the Property Inspector at the same time. The property owner must submit a copy of their cleared/cancelled check to the Official Program Office as proof of payment of their matching funds.

4.2 Grant Funds

Maximum Grant Subsidy: 75% of the total project cost may be provided, up to the maximum amounts described below. These funds are provided as a grant - \$0 repayment, 0% interest.

One time funding based on a pro rata formula to equitably distribute the limited funding available among eligible applications and priority improvements.

All approved rehabilitation work must be completed within 6-months of signing the construction contract.

5 APPLICATION PROCESS

Property owner or prospective owner with fully executed purchase agreement shall submit application along with required documents to SENDD, 2100 Fletcher Ave., Ste. 100, Lincoln, NE 68521.

5.1 Application Review

SEND D reviews application, funding request and matching funds, confirms property ownership (verified by written confirmation from the Saline County Register of Deeds under a deed search), property taxes are paid and current, property hazard insurance is paid and current, existing liens on property, and confirms zoning compliance with Crete Building Inspector.

5.2 Tier II Environmental Review

All properties will have a Tier II Environmental Review conducted. This review shall, at a minimum include submitting request for review to the State Historical Preservation Office (SHPO), review of location of property in relation to Special Flood Hazard Areas (SFHAs) as identified on the community's FEMA Flood Insurance Rate Map (FIRM), and review of onsite and nearby potential Contamination and Toxic Substances.

The Proposed Property Improvement Plan and bid specifications shall be submitted to SHPO for review. For properties identified by SHPO as having historic relevance, SEND D shall incorporate all recommendations of SHPO in the Work Write-Up and issuance of a Historic Area Work Permit (HAWP). For these properties, an A&E firm and/or contractors with specialty experience in historic property rehabilitation may be required.

5.3 Structural Engineering Review

On or around the time of the Tier II Review, the Property Inspector shall inform the applicant that they should schedule a Structural Engineering Review from a qualified engineering firm. The applicant may utilize the services of the City Engineering Firm, Olsson Associates, or they may utilize another qualified firm. 100% of the costs for the Structural Engineering Review shall be paid by the applicant. Upon completion, the applicant shall provide the Structural Engineering Report to the Property Inspector. A reasonable cost for the review and report is estimated to be approximately \$900. If the application is approved by the City of Crete, any reasonable cost for the review and report may be included in the total project costs and may potentially be eligible for reimbursement of up to 75% of the total amount.

5.4 Project Inspection

All properties will have an inspection of the property conducted regarding the improvements requested. The purpose of this inspection is to review the necessary and desirable repairs, categorize the repairs by type (i.e. priority or non-priority, etc.), and estimate the total cost of the work. Essentially, the Project Inspector will assemble all of the information necessary for preparation of bid documents. An estimate of the total cost of the work is made so that the owner can be counseled on the extent of rehabilitation and the type and cost of the financial assistance. In addition, the Project Inspector shall review the work write up with the applicant and receive in writing the applicant's concurrence with the identified work items. The Project Inspector may take "before" photographs during this inspection, in addition to those provided with the application.

5.5 Bid Document Preparation

The Project Inspector will use the information gathered to prepare the Project Specifications, Work-Writeups and/or other documents necessary to obtain bids on the rehabilitation work.

5.6 Contractor Selection

The solicitation of bids for the rehabilitation work will be conducted in accordance with Federal, State and local requirements for requesting bids. If "Competitive Sealed Bids" are required for a project, normally the lowest responsible and responsive bid would be accepted. Alternate methods of selecting contractors, dependent upon type of improvement and total contract amount, may be used.

5.6.1 Pre-Qualified Contractors List

The program will utilize a pre-qualified list of contractors maintained by the Southeast Nebraska Development District, who are available to conduct Rehabilitation for projects that are awarded minor rehabilitation grants. Pre-qualification requirements include submittal of the following documents to the Official Contact Office (SEND):

- Proof of liability insurance;
- Lead safe work practices training;
- Completion of the Contractor's Application (Proof of Responsibility);
- Proof of State Licensure; and
- Proof of SAM certification.
- Contractors are required to comply with Davis-Bacon Wage Determinations if dollar amount of project reaches Davis-Bacon threshold (any contract exceeding \$2,000.00).
- All contracts shall require compliance with E-Verify as required by statute.

5.7 Consideration, Recommendation, and Approval or Rejection

Once a contractor has been selected a project summary will be prepared and presented to the Advisory Committee. The Advisory Committee will then consider the project and provide a recommendation of approval or rejection to the City Council.

Following a public hearing, City Council considers the application and the Advisory Committee recommendation and makes a decision to accept or not accept. Nothing herein shall be interpreted to require that the City grant approval to any project. The City reserves the sole right to accept or reject any and/or all of the applications for financial assistance.

5.8 Notification of Selection/Non-Selection

It is the policy of the City of Crete that all applicants shall be notified of final eligibility or ineligibility in writing within thirty (30) days of the decision of the City Council.

6 CONSTRUCTION PROCESS

6.1 Building Permit

Prior to construction, owner or contractor shall submit a copy of building permit if required (Required for doorway work, sidewalk work, awning work. No permit required for windows or façade painting, mortar, etc.)

6.2 Contractor and Subcontractor Preconstruction Conference

A required Contractor/Subcontractor Preconstruction Conference will be held prior to signing contracts so that all contractors and subcontractors will be made aware of their requirements under this program.

6.3 Contracts

A contract for the project will be prepared by SENDD, which must be signed prior to issuance of the Notice to Proceed. The contract for rehabilitation work will be between the property owner and contractor, with the Program as a third party acting as an Operating Agency to provide for oversight, construction observation and to process invoice payment requests, insuring that the contractor and owner meet agreed upon conditions.

6.4 Notice to Proceed

No project shall begin work prior to the date stated on the Notice to Proceed. All work approved by the City under the Program shall be completed within six months, or one hundred eighty (180) calendar days, of execution of the contractor contract.

6.5 Construction Monitoring

Inspections will be necessary during the construction phase to monitor the rehabilitation. The primary purpose of these inspections is to insure that materials used and work done is accomplished in compliance with the contract. The Project Inspector shall visit each job site when necessary to assure adequate job performance. Should change orders become necessary during the rehabilitation work which would change the total cost of the contract, the Program and the owner must agree on said change orders and any modification to the funding prior to beginning the described change order items.

6.6 Davis Bacon Employee Interviews

Contractors are required to notify the Project Administrator of the dates they will be working on the project site. Project Administrator will be on-site no less than one time for each contractor with a contract exceeding \$2,000.00. Project Administrator will conduct employee interviews to ensure compliance with Davis-Bacon Wage Rates.

6.7 Payroll Certifications

For every week that a contractor and/or his employees are on the job, contractor is required to submit Davis Bacon Payroll Certifications. These shall be submitted immediately after the applicable week ending date.

6.8 Project Completion

At the completion of construction the Project Inspector shall inspect the work, in the presence of the owner and the contractor, to assure that satisfactory work has been accomplished. Any deficiencies must be corrected to the satisfaction of the owner and the Program, and all warranties, lien waivers, etc., must be delivered to the Project Inspector before final payment will be made. The Project Inspector will take "after" photographs of the work completed during the final inspection.

6.9 Invoice(s)/Payments

If the quality of work is satisfactory to the owner and the Project Inspector, and all contract conditions have been met, the Project Inspector will approve final payment for the contractor. The Contractor shall submit invoices to the property owner and may submit a copy to the Property Inspector at the same time. The property owner must submit a copy of their cleared/cancelled check to the Official Program Office as proof of payment of their matching funds.

7 CONFLICT OF INTEREST

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of Crete, Nebraska engaged in the award and administration of contracts supported by Federal funds under the Community Development Block Grant.

The provisions and requirements of the Conflicts of Interest, at subpart (d) of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49 14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.320 (f) are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.

No employee, officer or agent of the municipality shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee or agent; any member of his or her immediate family; his or her partner; or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The municipal employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

8 COMPLAINT PROCEDURE

All grievances and/or complaints must be submitted in writing to the Official Contact Office. A written response/determination must be provided to the aggrieved party within fifteen (15) days of receipt of the grievance/complaint. If unsatisfied with the response/determination of the Official Contact Office, the aggrieved party may appeal the decision to the Program Advisory Committee in writing for their consideration. The appeal must be received by Advisory Committee within 15 calendar days of the initial decision. The Advisory Committee will act on the appeal within thirty (30) calendar days of the receipt of the appeal. Final written decision of the Advisory Committee will be provided to the aggrieved party within forty-five (45) days of receipt of the written request for appeal. Appeal of the decision of the Advisory Committee may be made in writing to the Crete City Council.

In the event of an owner and contractor dispute, an independent mediator, agreed on by both parties, shall be selected, and whose decision on the issue will be accepted as final by both parties. The applicant/beneficiary may contact the Nebraska Department of Economic Development (NDED) at his/her discretion.

9 AMENDMENT OF THE GUIDELINES

The above Guidelines for the Central Business District Improvement Program can be amended only after review and formal action by the Crete City Council, with approval by NDED.

10 POLICY FOR COLLECTING PROJECT PHOTOGRAPHS

The City of Crete was awarded public funds for this commercial rehabilitation program. As such all beneficiaries/recipients are requested to provide a voluntary release and authorization giving consent to the City of Crete and its agents to use and publish property photographs taken during the course of providing program assistance in marketing and promotional materials, including but not limited to the Internet, without compensation.

Previews of materials are not provided for approval. All photos used by the City of Crete and its agents are owned by the City of Crete and they may copyright material containing same. The City of Crete and its agents are released, discharged, and held harmless from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of photos, including, any alteration of such Photos, whether intentional or otherwise.

11 LEAD-BASED PAINT POLICY AND PROCEDURE

It is the Policy of the City of Crete that this program shall comply with HUD lead based paint regulations. If painting is an element of the project, Contractor must submit evidence of compliance with EPA lead free regulations, lead-safe work practices, and low VOC compliance.

SEND D shall, in a satisfactory and proper manner, perform the following where required: **Lead Paint Hazards- Screen and/or Clearance Examination** in compliance with federal and state regulations. It is anticipated that lead-based paint rules will not apply to this commercial rehabilitation program.

EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 have their firm certified by EPA (or an EPA authorized state), use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices.

12 UNIFORM RELOCATION AND ASSISTANCE ACT OF 1970 (URA) AND APPLICABILITY TO TITLE 49 PART 24 SUBPART B 24.101

Acquisitions are not an allowable activity within this program. It is the Policy of City of Crete that all transactions proposed for rehabilitation of property by applicants or clients of the program shall be voluntary.

It is the Policy of the City of Crete that it will not undertake any projects that will result in Displaced Person(s). However, if any project for which relocation would be a potential requirement - in cases where there is any indication of the potential for relocation through either voluntary or involuntary acquisition - DED will be contacted prior to any action.

Due to the requirements of these program guidelines, relocation due to mitigation of lead paint hazards is anticipated to be a rare occurrence. If a case of mitigation of lead-based paint hazards occurs where residential interior work will not be completed within 5 calendar days, the work site is unable to be contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are unable to be cleaned at the end of each work day to remove any visible dust and debris, and the residents do not have safe access to kitchen, bath and bedrooms, then temporary relocation of homeowners would be required for "safe work practices." Mitigation of lead-based paint hazards is determined to be a code enforcement activity for purposes of this program. As such, relocation assistance requirements of the URA are not triggered. DED will be contacted by the program prior to any action.

13 FAIR HOUSING

It is the Policy of the City of Crete that this program will be in compliance with the "Fair Housing Act." The Act prohibits specific kinds of discriminatory acts as described herein, regarding housing if the discrimination is based on race, color, religion, sex handicap, familial status or national origin: Refusal to sell or rent or otherwise deal with a person; Discrimination in the conditions of terms for sale, rental or occupancy; Falsely denying housing is available; Discriminatory advertising; "Blockbusting"; causing person(s) to sell or rent by telling them that members of a minority group are moving into the area; Discrimination in financing housing by a bank, savings and loan association or other business; Denial of membership or participation in brokerage, multiple listing or other real estate service; Interference (intimidation, threats, coercion, etc.) to keep a person from the full benefits of the Federal Fair Housing Law.

The City of Crete actively supports Fair Housing Activities and will assist applicants in completing Housing Discrimination Complaint forms to the Department of Housing and Urban Development (HUD).

14 FEDERAL COMPLIANCE

The Program will comply with the administrative requirements of the grant program, those applicable items in the 1995 Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as the pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended
- Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116 Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Cost Principles”
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Administrative Requirements”
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

15 CRETE CENTRAL BUSINESS DISTRICT IMPROVEMENT PROGRAM APPLICATION

PART I

Applicant Information

Legal Name of Property Owner(s)

Business or Entity

Property Legal Description:

Mailing Address: _____ City _____ State _____ Zip _____

Contact Person _____ **Phone** (____) _____

Email Address _____ / _____

Legal Structure of Ownership Sole Proprietor LLC Partnership Corporation Other _____

List all owners and/or stockholders with 20% or more of total ownership:

Name	Title	Percentage Owned

PART II

Business Information

Legal Name of Business*:

*Name used to register business with the State of Nebraska

Address of Business Property

Years in Business _____ **Tax ID** _____ Owned Leased

Name of Tenant _____ Date of Lease _____ Exp Date _____

**PART III
Financial Information**

Sources and Uses of All Project Funds (complete all that are applicable):

DESCRIPTION	TOTAL COST	GRANT	25% OWNERS MATCH
Engineering/design	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____
Supplies/Materials	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
Project Totals	\$ _____	\$ _____	\$ _____

Type of improvements desired (please mark all that apply):

- Demolition/Removal of Nonconforming items/materials**
- Awning**
- Facade Reconstruction**
- Brickwork**
- Exterior Lighting**
- Ingress/Egress Improvements**
- Other (describe) _____**
- Signage**
- Entranceway**
- Window Repair/Replacement**
- Painting**
- Building Code Compliance/Improvements**

**PART IV
SIGNATURE & AUTHORIZATION**

THE UNDERSIGNED, in applying for financial assistance from the City of Crete Central Business District Improvement Program, recognizes that prior to receiving financial assistance he or she will agree to comply with all federal, state and local laws to the extent that such are applicable. I understand the project must be completed within six (6) months from date of project approval and that grant funds will not be paid to the contractor until the project is completed. If the City has not received correspondence in that time frame, the funds will be reallocated.

Name of Business

Signature/Title of Property Owner

Date

Signature/Title of Business Owner (if applicable)

REQUIRED DOCUMENTS FOR ALL PROJECTS

- A completed and signed application form with signed Citizenship & Attestation form, signed Certification of Assurances form, and signed Hold Harmless Agreement.
- A copy of lease on property if not occupied by owner.
- A completed Proposed Property Improvement Plan. Any proposed façade improvements must be consistent with Crete Downtown Design Guidelines. The Property Improvement Plan shall include a drawing of the property with descriptions of requested improvements and showing approximate locations of requested improvements.
- Color Photographs of existing façade on all exposed sides.
- Color Photographs of specific locations where requested improvements would occur.

PROJECT-SPECIFIC DOCUMENTS

FOR SIGNAGE:

- Provide a color photo or rendering of the design chosen
- Include specifications as to the size and width of the sign
- Note how and where the sign will be hung on the building
- Optional for signs that are specific in design, provide price quotes as described below**

FOR AWNINGS:

- Provide information about color and style of awning chosen, color photo or rendering preferred if available
- Include specifications as to the size and width of the Awnings
- Note where awning will be placed on building
- Optional for awnings that are specific in design, provide price quotes as described below**

Note: Awning design must take into account the architectural style of the building.

**Applicant may choose to select non-construction items such as signs and awnings that are specific in design. For these items, the application should include:

- o If item cost is \$3,000 or less – provide copy of written price quote from a qualified vendor.
- o If item cost is \$3,000.01 to \$150,000 – provide a copy of your written identification of the item(s) to be purchased (to include quantity, size(s), type of material, etc), and provide copies of written price quotes from at least three (3) qualified vendors. Please note that after application approval, SENDD will prepare a contract with the vendor providing the lowest bid.

FOR PAINTING:

- Provide samples of the colors chosen
- Mark which color will be the body color and which will be accent colors
- Note where each color will be used

FOR WINDOWS:

- Provide details on windows being replaced
- Provide photo or rendering of desired window

Additional descriptions or explanations, as needed:

16 UNITED STATES CITIZENSHIP ATTESTATION FORM

For the purpose of complying with Neb. Rev Stat §§ 4-108 through 4-114, I attest as follows:

Applicant

I am a citizen of the United States.

OR

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows _____, and I agree to provide a copy of my USCIS documentation upon request.

Applicant's Printed Name:

First	Middle	Last
--------------	---------------	-------------

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Signature _____
Date

Co - Applicant

I am a citizen of the United States.

OR

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows _____, and I agree to provide a copy of my USCIS documentation upon request.

Applicant's Printed Name:

First	Middle	Last
--------------	---------------	-------------

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Signature _____
Date

17 CERTIFICATION OF ASSURANCES

To the best of my knowledge and belief, as a condition of obtaining assistance through the CDBG DTR program, the applicant will, if assistance is approved, comply with all Federal and State requirements, including the following:

- A. The Civil Rights Act of 1964 (PL88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended (40 U.S.C. 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et.seq);
- G. Preservation of Historical and Archaeological Act of 1974 (PL 89-664);
- H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- I. National Environmental Policy Act of 1969;
- J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;
- K. Nebraska Community Development Law, Section 18-101 to 18-2144, Revised Statutes of Nebraska, 1943.

Signed Name Title

Printed / Typed Name

Date Signed: ____/____/20____ For: _____
Business / Company Name

Address: _____

Attest: _____ Date: ____/____/20____

Printed / Typed Name

18 RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the _____ day of _____, _____, by (Property Owner) _____ and (Business owner if applicable) _____, of (Street Address) _____, City of Crete, County of Saline, State of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Releaser(s), waives, releases, discharges, and covenants not to sue or interplead and agrees to indemnify the City of Crete (or entities under the City's umbrella), the Southeast Nebraska Development District for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner

Signature of Business Owner (if applicable)

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

Date:

Date:

RESOLUTION NO. 2017-15

WHEREAS, the City of Crete, Nebraska has been awarded a Community Development Block Grant (CDBG) through the State of Nebraska Department of Economic Development (DED) for community development purposes; and

WHEREAS, a condition of the CDBG Program requires the Mayor to certify to the DED that the City has adopted and will enforce a policy to prohibit the use of excessive force by law enforcement agencies under its control within its jurisdiction against any individual engaged in non-violent civil rights demonstrations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA, that the following policy prohibiting excessive use of force against non-violent civil rights demonstrators is hereby adopted:

It is the policy of the City of Crete that it shall enforce applicable State and Local Laws against the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.

Passed and approved by the City Council of the City of Crete, Nebraska, this _____ of _____, 2017.

Roger Foster, Mayor

ATTEST:

Jerry Wilcox, City Clerk

Resolution 2017-16
NOTICE OF PUBLIC HEARING

WHEREAS, the City of Crete desires to annex certain land under the provisions of Section 16-117 and Section 16-118, Revised Statutes of Nebraska, 1943, as amended, which land is contiguous and adjacent to the present corporate limits and to annex the same to include the same within the corporate limits within the City of Crete, and, the City, is considering annexation of such land as hereinafter described and a plan for extending City services to said land.

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

1. That a public hearing be held at 7:00 o'clock p.m., Tuesday, May 2, 2017, in the Council Chambers at the City Hall, 243 East 13th Street, Crete, Nebraska, at which time the city Council will receive testimony from the public and from all interested persons upon said proposed annexation and plan.

2. That a description of the boundaries of the land proposed to be annexed is as follows:

A tract of land located in the NW 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Beginning at the intersection of the north right-of-way line of the Burlington Northern Rail Road Tracks and the east right-of-way line of Boswell Avenue to the City of Crete, Saline County, Nebraska; thence southwesterly, on the southwesterly extension of said north right-of-way line of the Burlington Northern Rail Road Track to the west line, NW 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska; thence southerly, 285 feet, more or less, to the intersection of the southerly right-of-way line of the Burlington Northern Rail Road Tracks, and the west line of the NW 1/4 of Section 26; thence northeasterly, on the southwesterly extension of the south right-of-way line of the Burlington Northern Rail Road Tracks to the east right-of-way line of Boswell Avenue; thence northerly, on said east right-of-way line of Boswell Avenue, 285 feet, more or less, to the point of beginning, containing 9405 square feet, more or less.

All subject to easements, reservations, covenants and restrictions of record.

3. That the plan of the City for extension of said services to said lands proposed for annexation thereof is available for inspection during the regular business hours in the office of the City Clerk, City Hall, Crete, Nebraska.

4. That a copy of this Resolution shall be published in The Crete News, an official newspaper in the City, at least once, but not less than ten days preceding the date of the public hearing as heretofore ordered to be held and a map drawn to scale delineating the land proposed for annexation shall be published with the Resolution.

Dated this 4th day of April, 2017.

ATTEST:

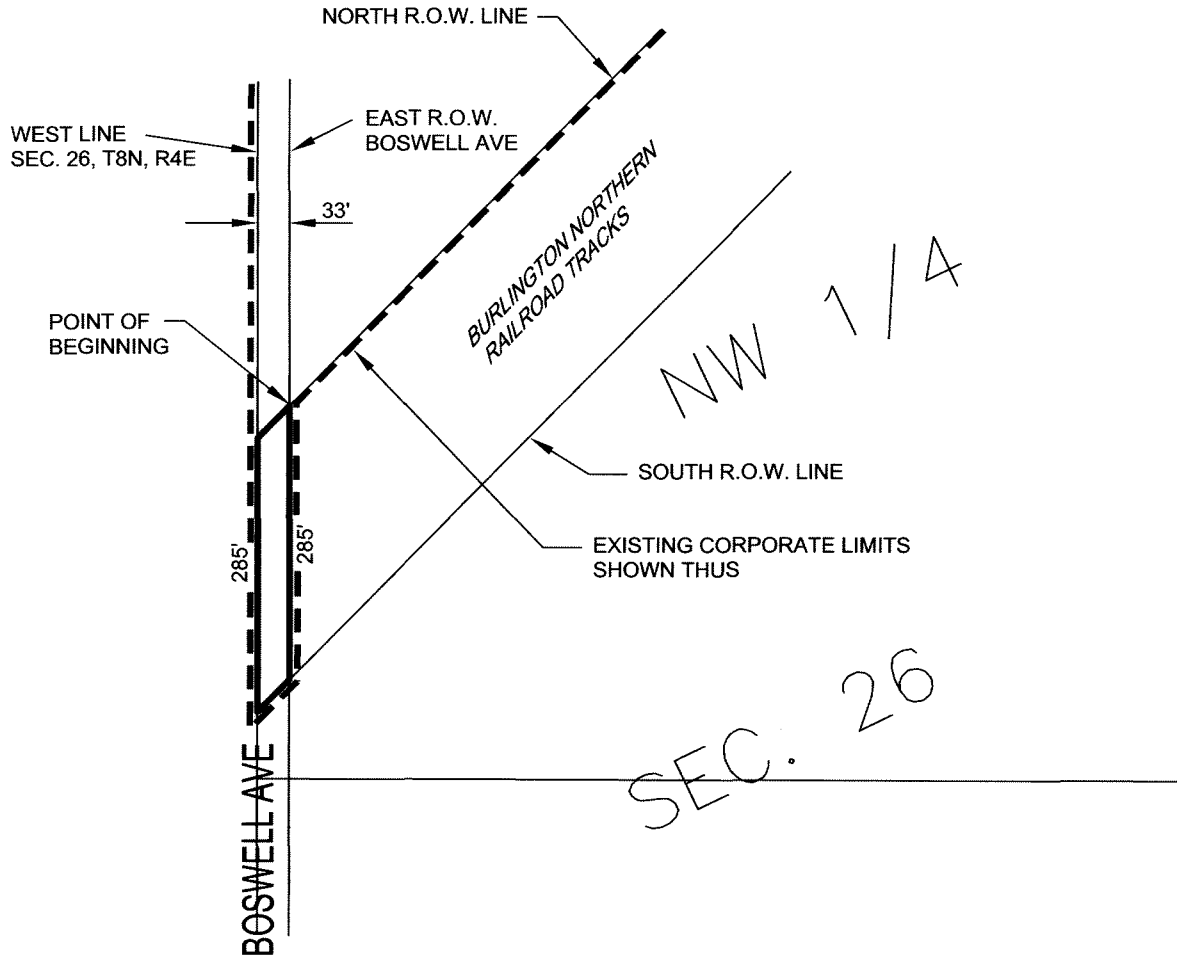
MAYOR

CITY CLERK

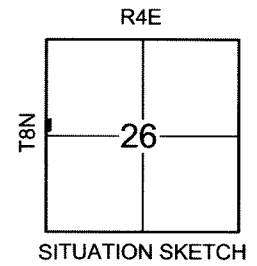
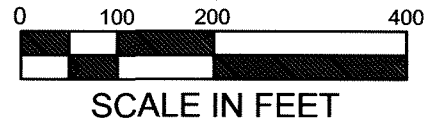
Publish April 12, 2017

ANNEXATION PLAT

PART OF THE NW 1/4, SECTION 26, T8N, R4E
OF THE 6th P.M., SALINE COUNTY, NEBRASKA



1" = 200'
12/7/2016
RTK
CS-1883



LEGAL DESCRIPTION


A tract of land located in the NW 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Beginning at the intersection of the north right-of-way line of the Burlington Northern Rail Road Tracks and the east right-of-way line of Boswell Avenue to the City of Crete, Saline County, Nebraska; thence southwesterly, on the southwesterly extension of said north right-of-way line of the Burlington Northern Rail Road Track to the west line, NW 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska; thence southerly, 285 feet, more or less, to the intersection of the southerly right-of-way line of the Burlington Northern Rail Road Tracks, and the west line of the NW 1/4 of Section 26; thence northeasterly, on the southwesterly extension of the south right-of-way line of the Burlington Northern Rail Road Tracks to the east right-of-way line of Boswell Avenue; thence northerly, on said east right-of-way line of Boswell Avenue, 285 feet, more or less, to the point of beginning, containing 9405 square feet, more or less.

SURVEYOR'S CERTIFICATE

I, John V. Berry, a registered surveyor of the State of Nebraska, hereby certify that this survey was made by me or under my direction on December 2, 2016; that all dimensions are in feet and are correct to the best of my knowledge and belief.




John V. Berry, Nebraska L.S. #535
GILMORE & ASSOCIATES, INC.

APPROVAL

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF CRETE,
SALINE COUNTY, NEBRASKA, BY ORDINANCE NO. _____
PASSED THIS _____ DAY
OF _____, 2016.

JERRY WILCOX
CITY CLERK

Resolution 2017-17
NOTICE OF PUBLIC HEARING

WHEREAS, the City of Crete desires to annex certain land under the provisions of Section 16-117 and Section 16-118, Revised Statutes of Nebraska, 1943, as amended, which land is contiguous and adjacent to the present corporate limits and to annex the same to include the same within the corporate limits within the City of Crete, and, the City, is considering annexation of such land as hereinafter described and a plan for extending City services to said land.

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

1. That a public hearing be held at 7:00 o'clock p.m., Tuesday, May 2, 2017, in the Council Chambers at the City Hall, 243 East 13th Street, Crete, Nebraska, at which time the city Council will receive testimony from the public and from all interested persons upon said proposed annexation and plan.

2. That a description of the boundaries of the land proposed to be annexed is as follows:

A tract of land located in the NE 1/4 of Section 4, T7N, R4E of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of the NE 1/4 of Section 4, T7N, R4E of the 6th P.M., Saline County, Nebraska; thence N 89°54'31" E on the north line of the NE 1/4 of Section 4, 984.20 feet, to a point on the westerly R.O.W. line of the Burlington Northern Railroad track; thence S 14°20'51" E on said westerly R.O.W. line of the Burlington Northern Railroad track, 1356.16 feet, to a point on the north line of the S 1/2 of the NE 1/4 of Section 4; thence N 89°56'52" E on said north line of the S 1/2 of the NE 1/4 of Section 4, 103.19 feet, to the east R.O.W. line of said Burlington Northern Railroad track; thence N 14°20'51" W on said east R.O.W. line 1356.23 feet to a point on the north line of the NE 1/4 of Section 4; thence S 89°54'31" W on said north line of the NE 1/4 of Section 4, 103.17 feet, to the point of beginning, containing 3.11 acres, more or less.

All subject to easements, reservations, covenants and restrictions of record.

3. That the plan of the City for extension of said services to said lands proposed for annexation thereof is available for inspection during the regular business hours in the office of the

City Clerk, City Hall, Crete, Nebraska.

4. That a copy of this Resolution shall be published in The Crete News, an official newspaper in the City, at least once, but not less than ten days preceding the date of the public hearing as heretofore ordered to be held and a map drawn to scale delineating the land proposed for annexation shall be published with the Resolution.

Dated this 4th day of April, 2017.

ATTEST:

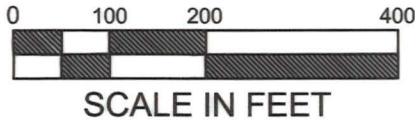
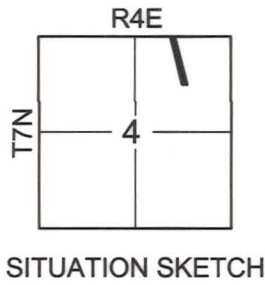
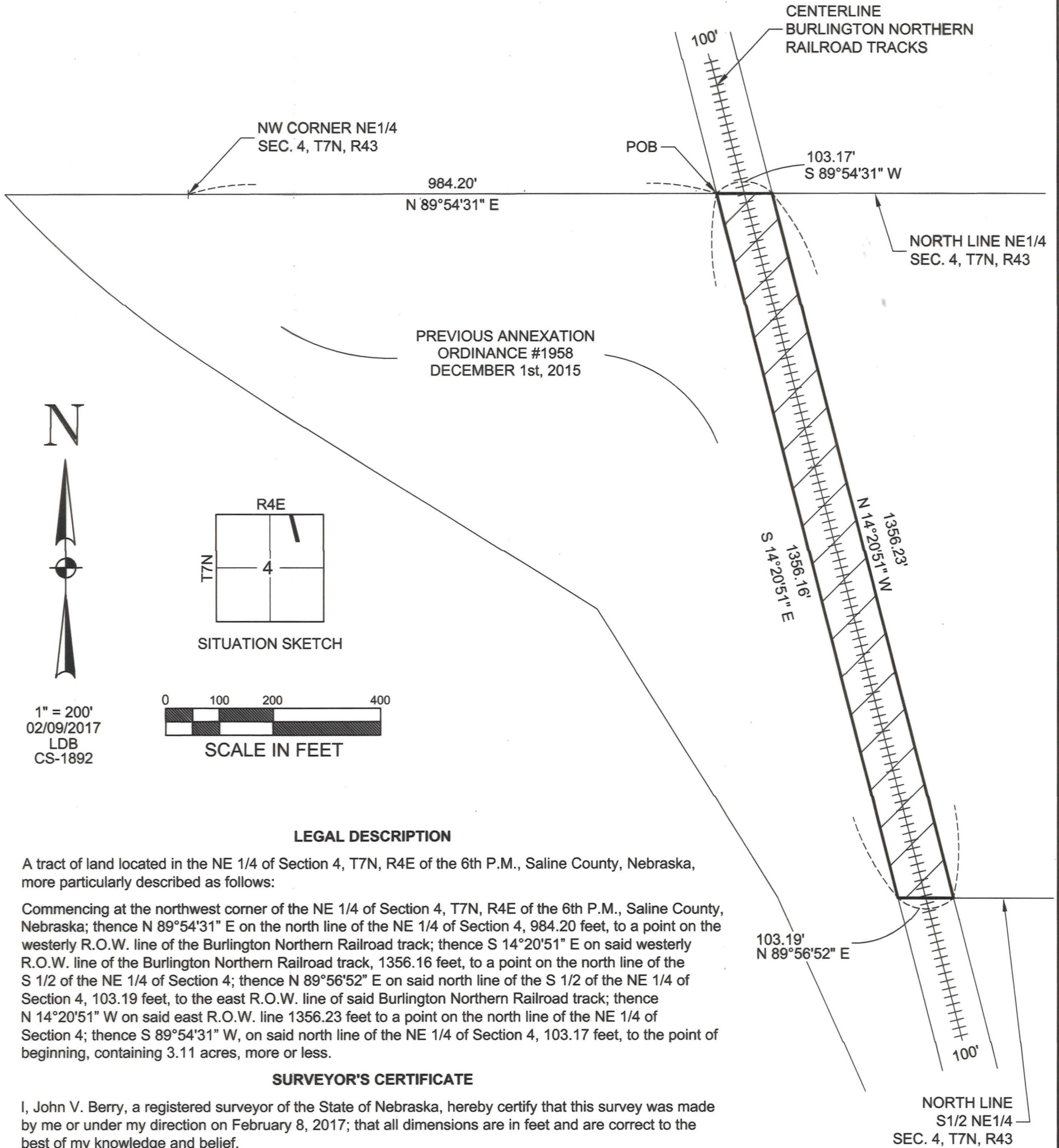
MAYOR

CITY CLERK

Publish April 12, 2017

ANNEXATION PLAT TO THE CITY OF CRETE, NEBRASKA

PART OF THE NE1/4 OF SECTION 4, T7N, R4E
OF THE 6th P.M., SALINE COUNTY, NEBRASKA



1" = 200'
02/09/2017
LDB
CS-1892

LEGAL DESCRIPTION

A tract of land located in the NE 1/4 of Section 4, T7N, R4E of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of the NE 1/4 of Section 4, T7N, R4E of the 6th P.M., Saline County, Nebraska; thence N 89°54'31" E on the north line of the NE 1/4 of Section 4, 984.20 feet, to a point on the westerly R.O.W. line of the Burlington Northern Railroad track; thence S 14°20'51" E on said westerly R.O.W. line of the Burlington Northern Railroad track, 1356.16 feet, to a point on the north line of the S 1/2 of the NE 1/4 of Section 4; thence N 89°56'52" E on said north line of the S 1/2 of the NE 1/4 of Section 4, 103.19 feet, to the east R.O.W. line of said Burlington Northern Railroad track; thence N 14°20'51" W on said east R.O.W. line 1356.23 feet to a point on the north line of the NE 1/4 of Section 4; thence S 89°54'31" W, on said north line of the NE 1/4 of Section 4, 103.17 feet, to the point of beginning, containing 3.11 acres, more or less.

SURVEYOR'S CERTIFICATE

I, John V. Berry, a registered surveyor of the State of Nebraska, hereby certify that this survey was made by me or under my direction on February 8, 2017; that all dimensions are in feet and are correct to the best of my knowledge and belief.



John V. Berry
John V. Berry, Nebraska L.S. #535
GILMORE & ASSOCIATES, INC.

APPROVAL

Approved and accepted by the City Council of the City of Crete, Saline County, Nebraska, by Ordinance No. _____ passed this _____ day of _____, 2017.

City Clerk

Evaluation of Data Submitted to American Public Power Association's 2016 Safety Awards of Excellence



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Introduction

This report provides both tabular and graphical evaluations of the data submitted to the American Public Power Association's (The Association) annual Safety Awards of Excellence¹ for 2016. The purpose of compiling this data is to offer a benchmark for individual municipal utilities. The intent of this report is to help safety professionals analyze their utility's yearly performance in relation to others in the public power community. Through the data presented in this report, the Association aspires to help safety professionals create a context for review of safety program efficacy at their individual utilities.

Each year, the Safety Awards are open to any Association member utility, Joint Action Agency, Federal Agency, and State Association/Agency that wishes to participate.² Since participation is voluntary, the rules are set up to encourage consistent involvement. Thus, to be eligible to win an award, participants must submit data for three consecutive years; in the third year, the participant will be considered eligible for an award. Consistent submission helps to minimize selection bias and skewing of yearly data.

Entries are sorted into groups according to the total number of hours worked by all electric utility employees at that particular utility in the designated year. The group categories are the same from year to year; a group-specific analysis is presented in section II of this report.³

Awards are given out to the participating eligible utilities with the lowest incidence rate within each group. The incidence rate is calculated by using a standardized U.S. Occupational Safety and Health Administration (OSHA) formula. This formula was developed to give a relative number of accidents that an organization might expect if it had 100 employees. Since the incidence rate is based on a ratio, any utility that has fewer hours worked will experience a larger proportional impact of any incident (or "case") on the final incidence rate. Conversely, a utility with more hours worked will experience a smaller proportional impact of any incident on the final incidence rate.

The incidence rate calculation is demonstrated below (note the weighting factor of 200,000 worker hours representing 100 typical employees).

$$\text{Incidence Rate} = \frac{(\text{Total Reported Incidents} * 200,000 \text{ Work Hours})}{\text{Number of Work Hours}}$$

¹ The American Public Power Association's Safety Awards of Excellence program was formerly referred to as the Association's Safety Contest.

² Starting in 2010, JAAs, Federal Agencies, and State Associations/Agencies were incorporated into a group based on their worker-hours. These organizations did not displace any utility winners in each group; rather, when applicable, they were recognized for low incidence rate within their worker-hour category group.

³ Group categories were changed slightly by the Association's Safety Committee in 2003 to account for utility growth.

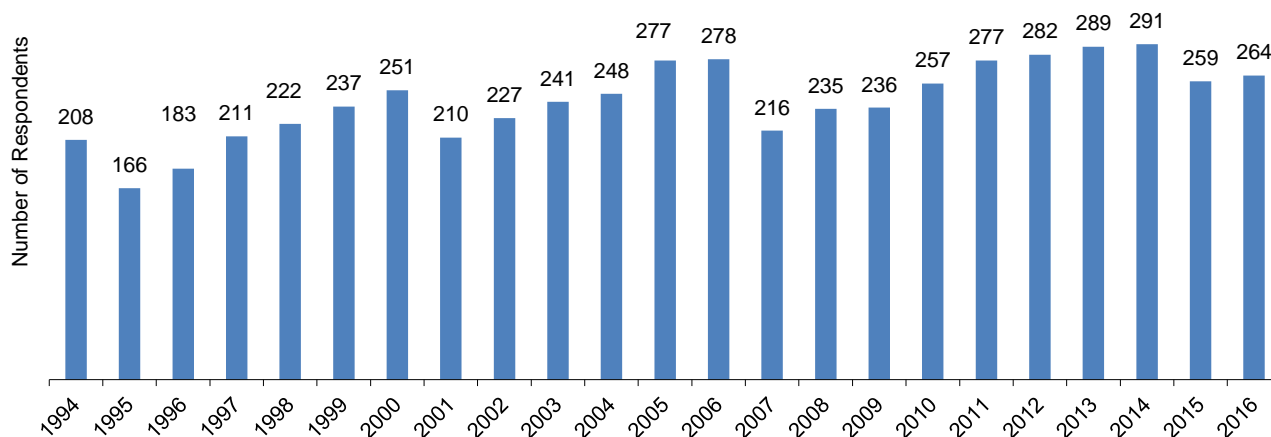
Along with the group-by-group and regional (according to the associations regions) analyses of the 2016 Awards data, this report shows data averaged for all groups combined over the history of the awards.⁴

Section I

This section provides a general overview of data submitted from 1994 through 2016 and provides the basis of benchmarking comparison for 2016 data. The data in this section of the report are taken from part B of the entry form, titled “Reportable Injuries and Illnesses.” All entries received are incorporated into the following graphs. For reference purposes, the Safety Awards entry form is included as Appendix A of this report.⁵

Overall participant data consisting of all worker-hour category groups combined across all years are shown below in bar graphs. The data submitted by participants covering 2016 is mostly in line with the historical data set. Figures 1, 2, and 3 show the number of entries, overall average incidence rate, and total number of fatalities by year. Entries are accepted for the prior complete year each January; e.g., 2016 data are collected in January 2017.

Figure 1: Total Entries per Year



⁴ Association Regions are defined in Section III

⁵ While the Safety Awards entry form has been updated slightly over the years, the essential information that has been gathered in each annual cycle has remained consistent.

Figure 2: Incidence Rate per Year for All Respondents

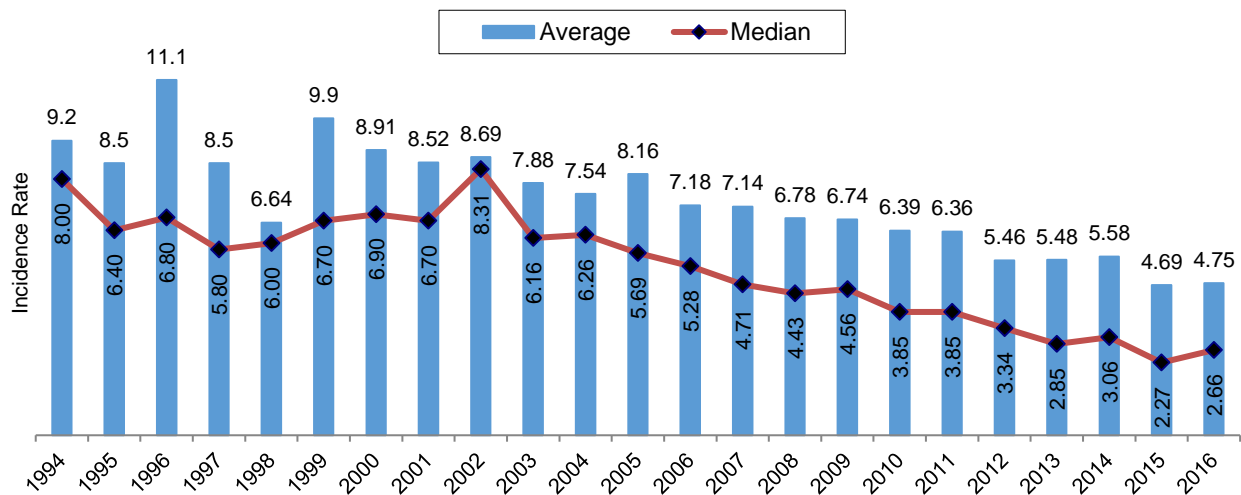
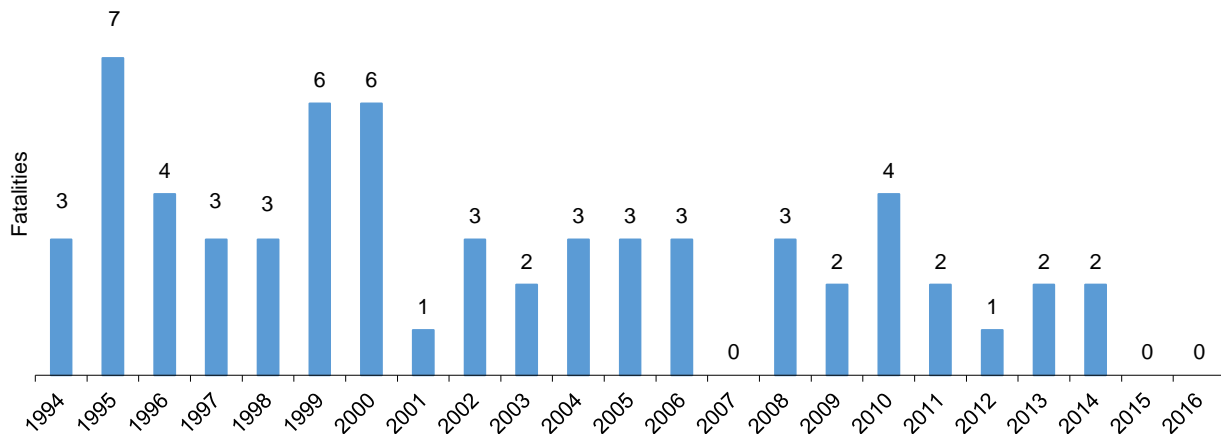


Figure 3: Total Number of Fatalities



It is important to note that Figures 4, 5, and 6 are based on the number of **cases** reported in part B of the entry form, and not the actual number of **days** away from work or **days** of restricted or job transfer, as reported in part C. This information helps safety personnel to focus on the number of incidents that occurred.

For example, an injury at one utility that required an employee to remain “Away from Work” for 45 days (due to one incident) is equivalent to an injury at another utility where the employee remained “Away from Work” for 2 days (also from one incident)—in each example, the **incident** would be considered as one **case**, regardless of the **number** of resulting **days** away from work. The type or duration of the injury is not considered, rather only that the incident resulted in an injury. For further explanation of “cases” and case reporting, please see the Association’s Safety

Awards of Excellence Rules and Regulations document in Appendix C of this report. Figures 4, 5, and 6 are presented with data from all respondents.

Figure 4: Average Number of Days Away from Work Cases per Year

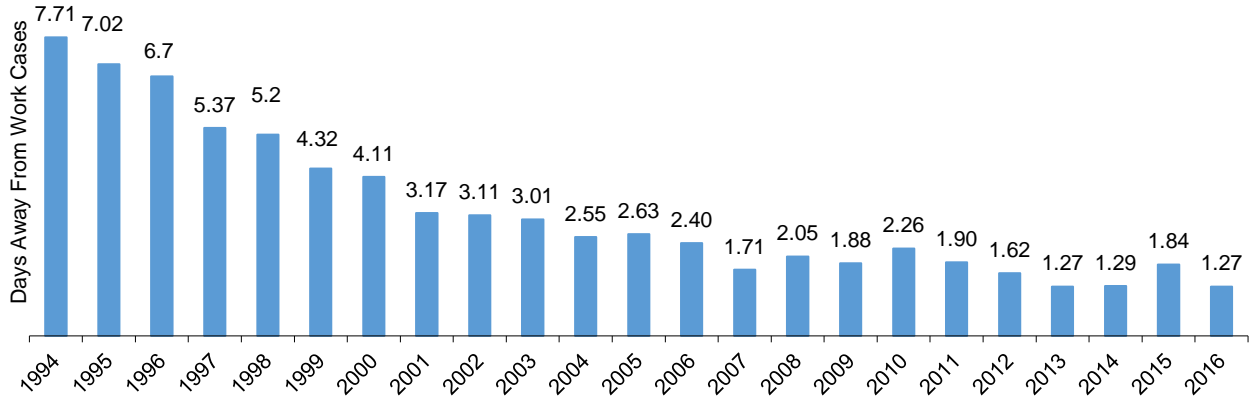


Figure 5: Average Number of Restricted or Job Transfer Cases per Year

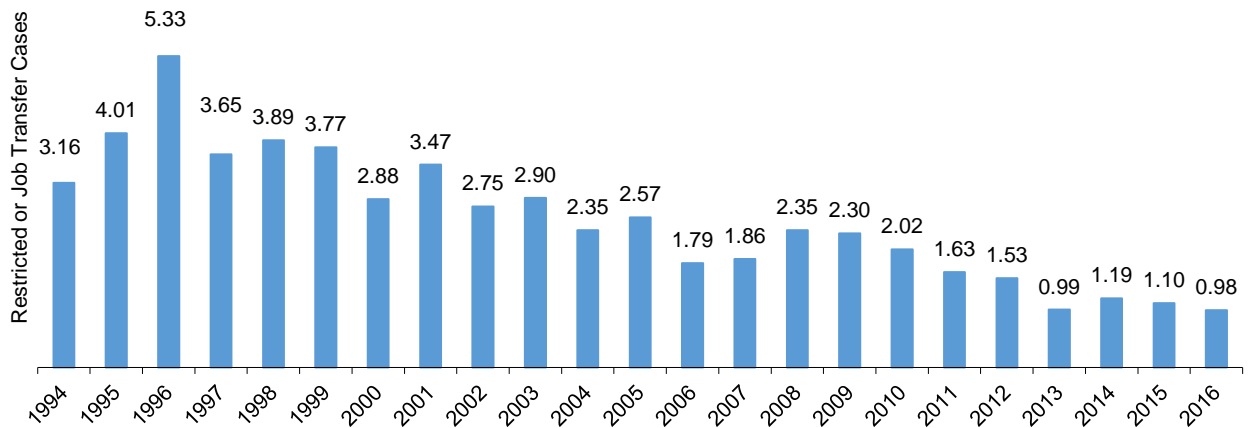
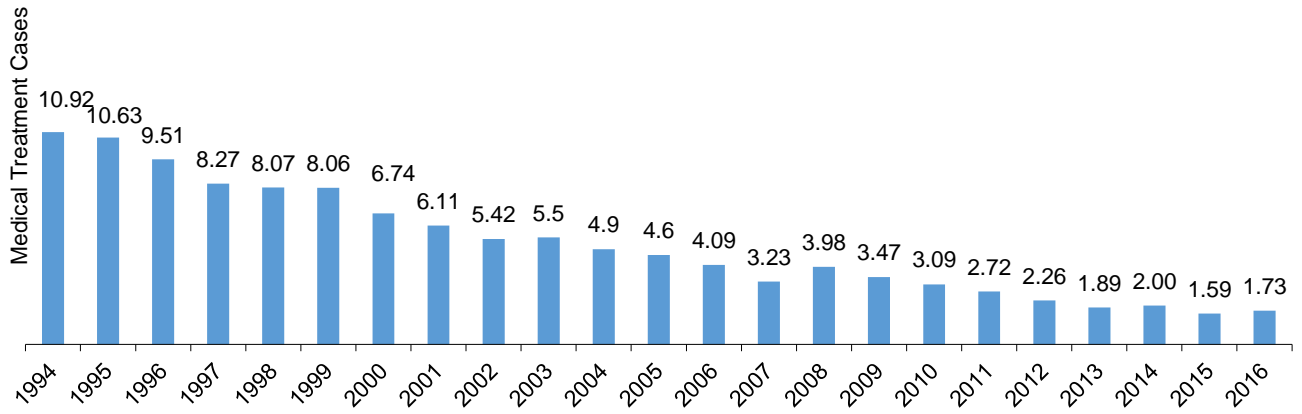


Figure 6: Average Medical Treatment Cases per Year



Section II

Once data is submitted to the American Public Power Association, the entries are sorted into groups according to the total number of hours worked by all electric utility employees at that particular utility in the designated year. The group categories are the same from year to year; the table below shows the current groups used in the Awards.⁶

Table 1: Award Groups by Number of Worker-Hours of Exposure in One Calendar Year

Groups	Worker-hour Categories
Group A	Less than 15,000 worker-hours of exposure
Group B	15,000 to 29,999 worker-hours of exposure
Group C	30,000 to 59,999 worker-hours of exposure
Group D	60,000 to 109,999 worker-hours of exposure
Group E	110,000 to 249,999 worker-hours of exposure
Group F	250,000 to 999,999 worker-hours of exposure
Group G	1,000,000 to 3,999,999 worker-hours of exposure
Group H	More than 3,999,999 worker-hours of exposure

The information provided in this section is based on the data gathered for the year 2016 from parts B, C, and D of the entry form broken out by group. The incidence rates along with average number of cases from the case types recorded on the entry form are displayed by utility group. All information provided in Section II come from utilities that have met the eligibility requirements and rules. To remain eligible, each member utility must:

- A. Submit a completed American Public Power Association Safety Awards Annual Report Form for the given year.
- B. Submit a completed American Public Power Association Safety Awards Annual Report form for the prior two consecutive years. This portion of the rules may be waived (by petition) for member utilities joining the Association within the Award year or the previous year.

⁶ Group categories were changed slightly by the Association's Safety Committee in 2003 to account for utility growth.

Figure 7: Count of all Respondents in 2016 by Group

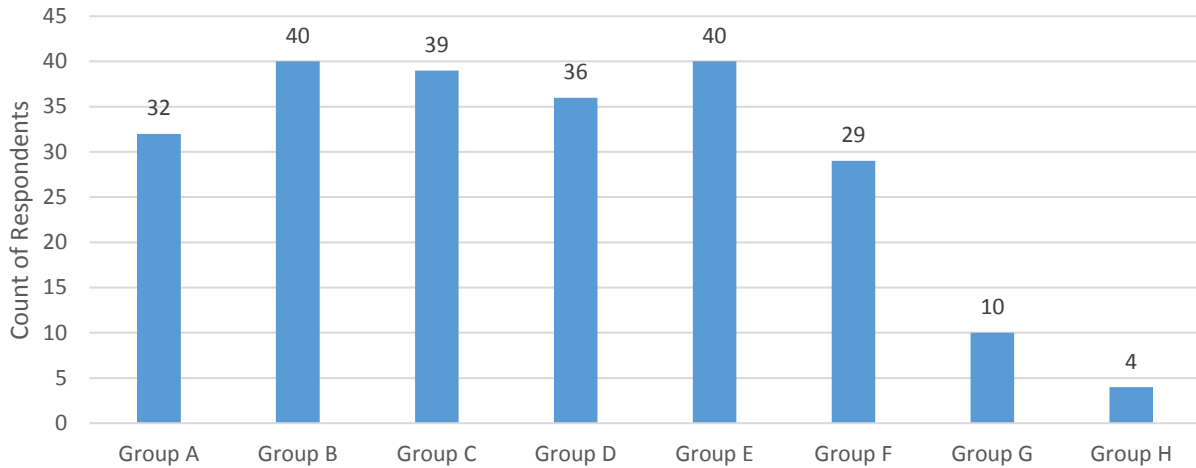


Figure 8: Average Number of Electrical Employees in 2016 by Group

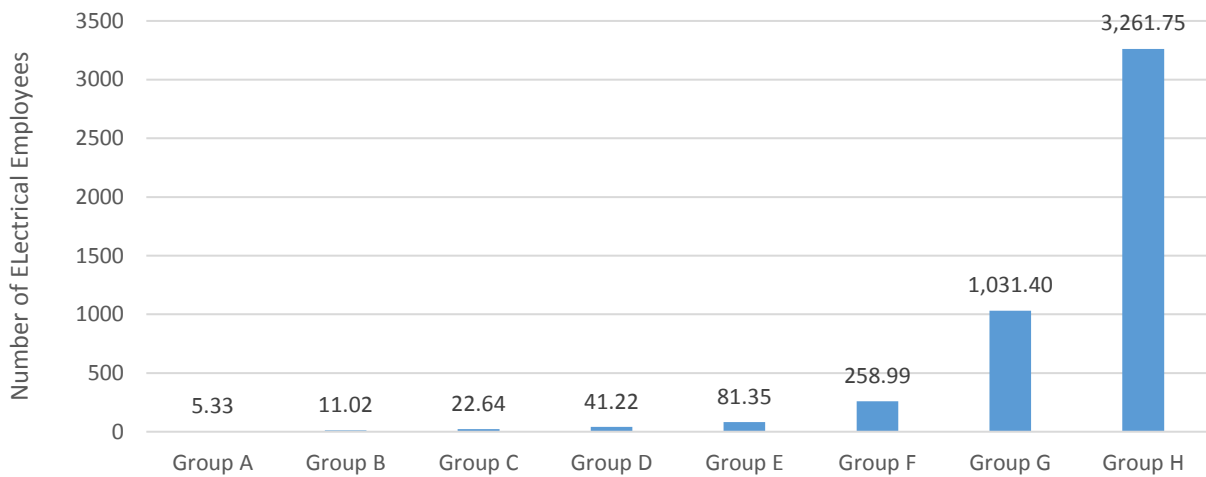


Figure 9: Average Number of Total Worker Hours in 2016 by Group

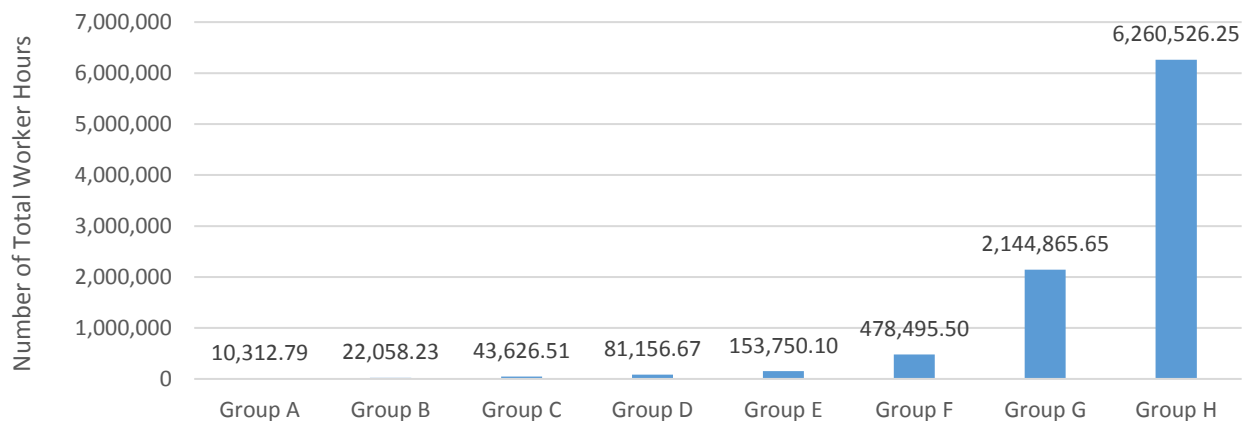


Figure 10: Average and Median Incidence Rates by Groups

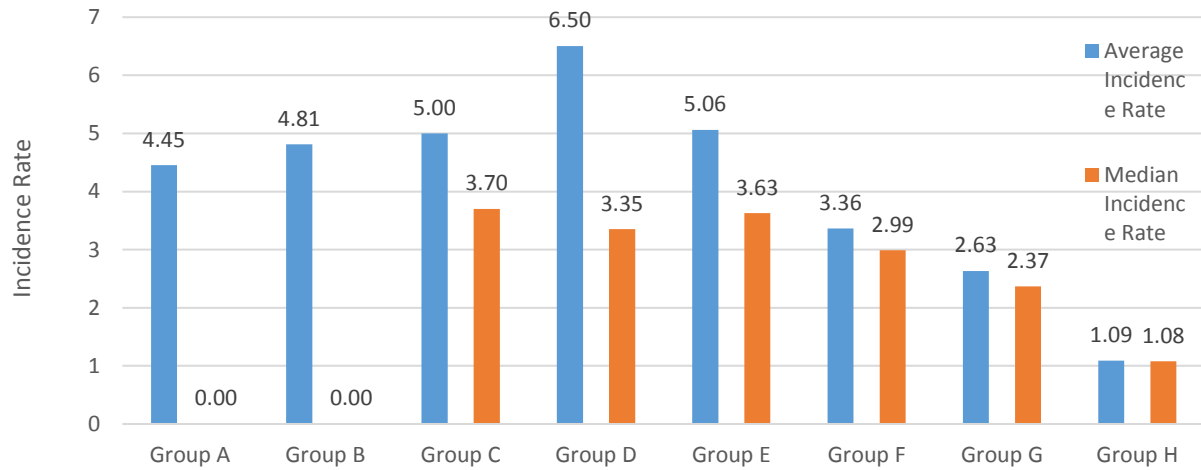


Figure 11: Average Days Away from Work Cases for 2016 by Group

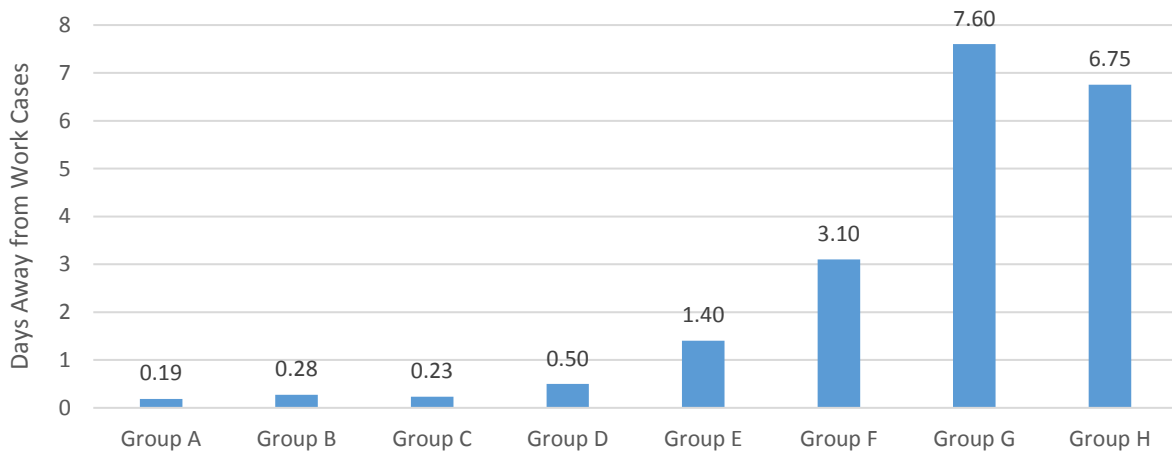


Figure 12: Average Number of Restricted or Job Transfer Cases for 2016 by Group

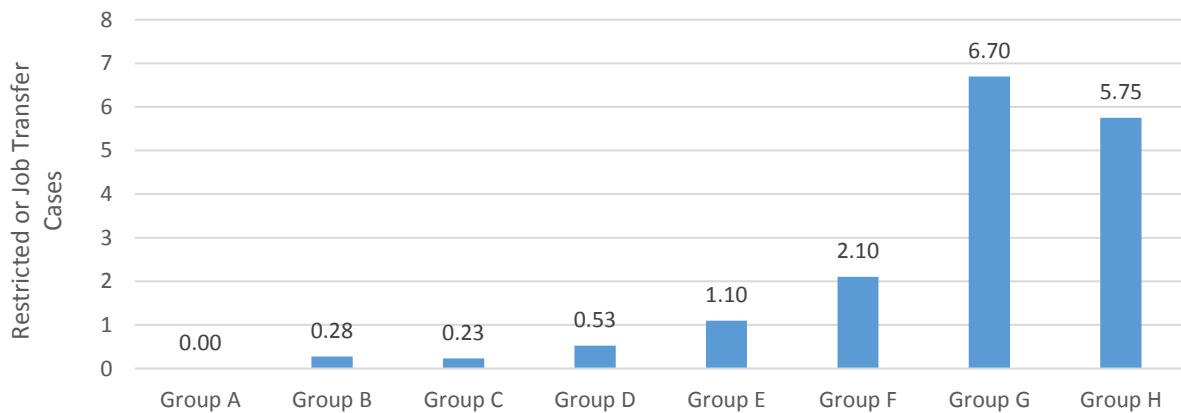


Figure 13: Average Number of Medical Treatment Cases for 2016 by Group

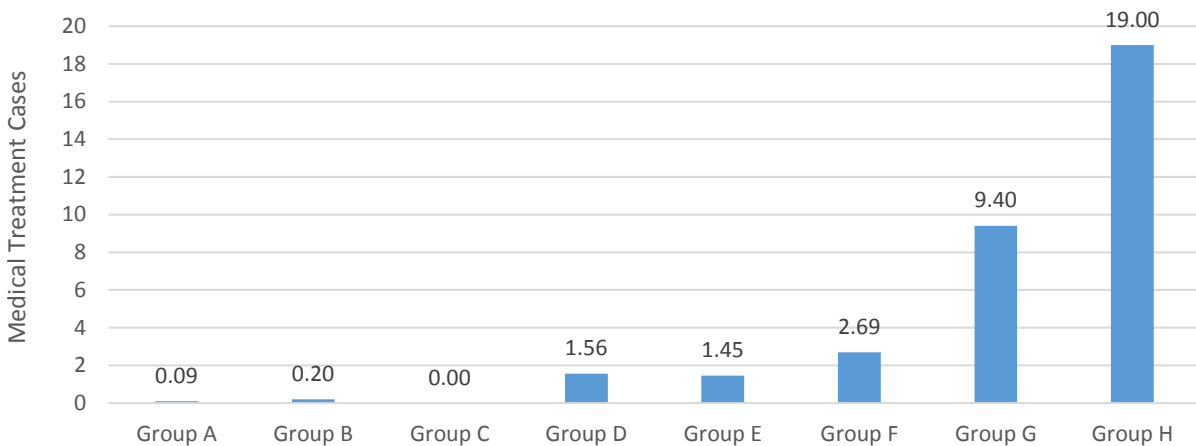
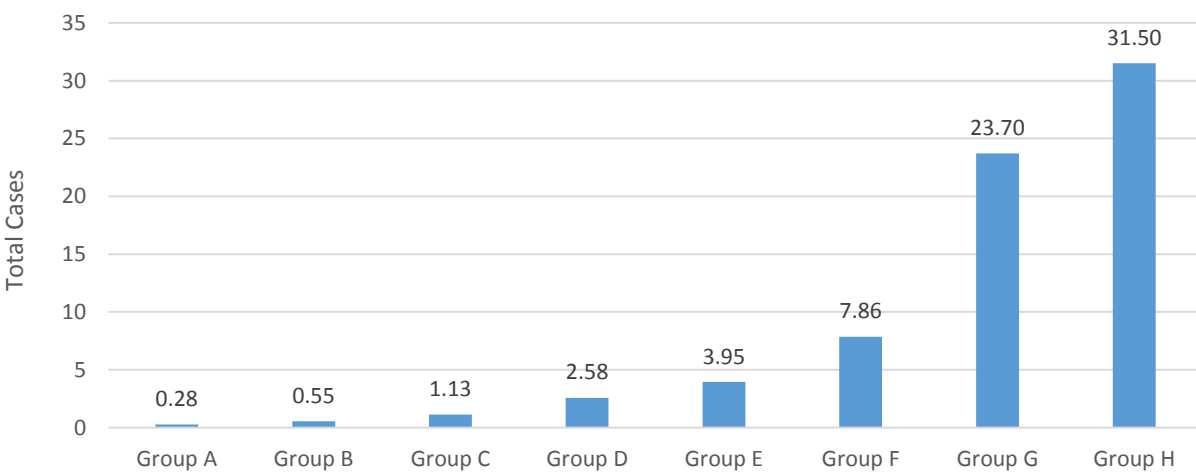


Figure 14: Average Number of Total Cases for 2016 by Group



While systems with more worker-hours tend to have lower incidence rates (see Figure 10), they are also more likely to have higher average numbers of cases (days away from work, restricted or job transfer, and/or medical treatment). More worker-hours of exposure create more opportunities for incidents to occur; likewise, a utility with fewer worker-hours (employees) is likely to have fewer cases than one with more worker-hours (employees).

In part C of the entry form, utilities record the cumulative cases for days away from work or on restricted duty for all employees. When assigned, these days can be taken by employees or mandated by managers, and can be due to either injuries or illnesses. As expected, Figures 15 and 16 show that the average number of cases increases as electrical worker-hours increase.

Figure 15: Average Number of Days Away from Work by Group

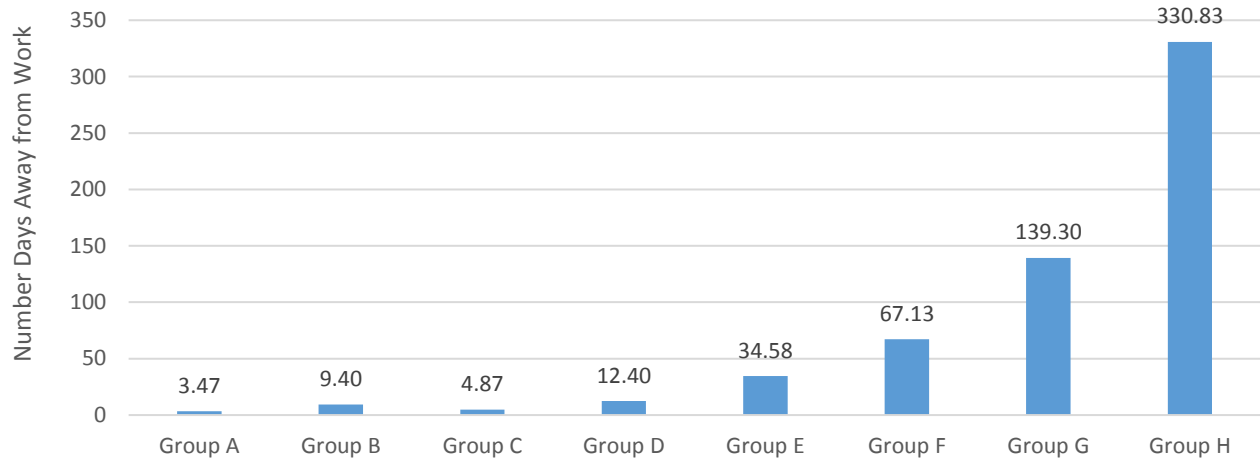


Figure 16: Average Number of Days Restricted or Job Transfer by Group

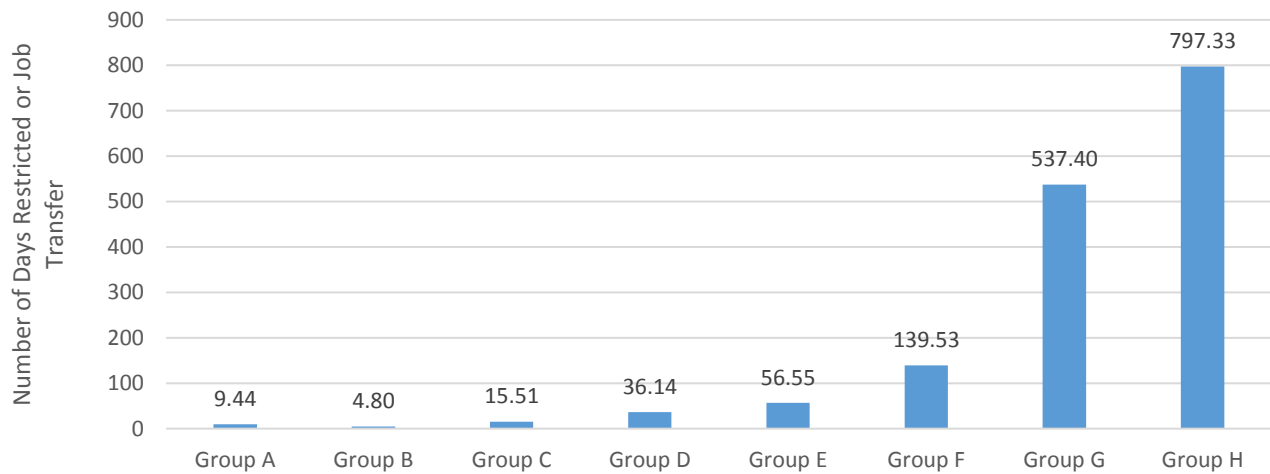
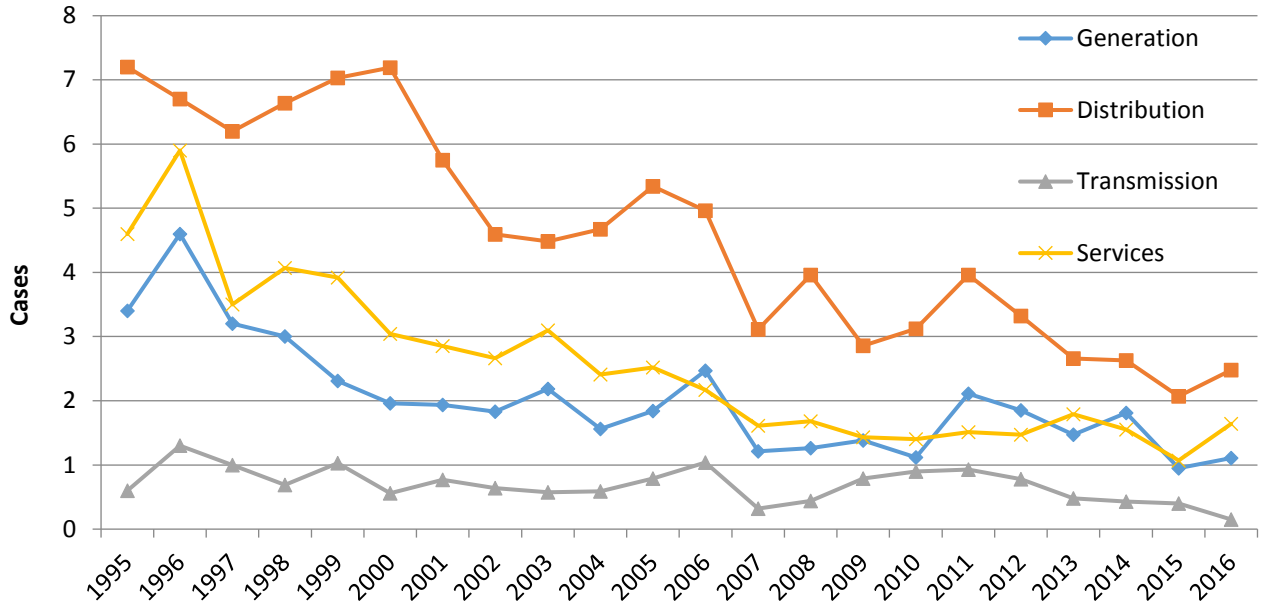


Figure 17 on the following page presents the average attributable cases (from 1995-2016) for the generation, distribution, transmission, and services components of responding utilities.

Figure 17: Average Attributable Cases Based on Utility Component per year (1995-2016)



Section III

This section provides an additional analysis of the section I data by regions. The regions were established by the American Public Power Association's Board of Directors in the 1980s. A breakdown of the regions can be found below.

- Region 1:** Wyoming, Colorado, New Mexico, Utah
- Region 2:** Indiana, Illinois, Michigan, Ohio, Wisconsin
- Region 3:** Minnesota, Iowa, Missouri, Kansas, Nebraska, North Dakota, South Dakota
- Region 4:** Oklahoma, Arkansas, Texas, Louisiana
- Region 5:** Maryland, Delaware, West Virginia, Virginia, North Carolina, South Carolina, Georgia, Florida
- Region 6:** Nevada, Arizona, California
- Region 7:** Kentucky, Tennessee, Mississippi, Alabama
- Region 8:** Maine, New Hampshire, Vermont, Connecticut, Rhode Island, Massachusetts, New Jersey, New York, Pennsylvania
- Region 9:** Montana, Idaho, Washington, Oregon, Alaska
- Region 10:** American Samoa, Federal States of Micronesia, Guam, Northern Mariana Islands, Palau, Puerto Rico, Virgin Islands

As shown in section II, utility size, as grouped by worker-hours, may have an impact on average values in a given region. Thus, we have broken out the count of utility entrants with greater than 1 million worker-hours for reader consideration in Figure 19.

Figure 18: Count of All Respondents by Association Region

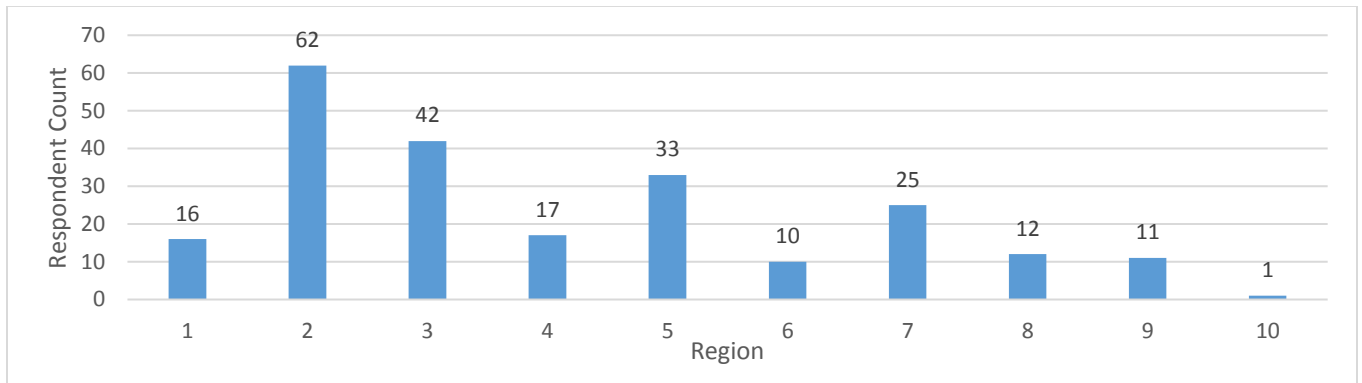
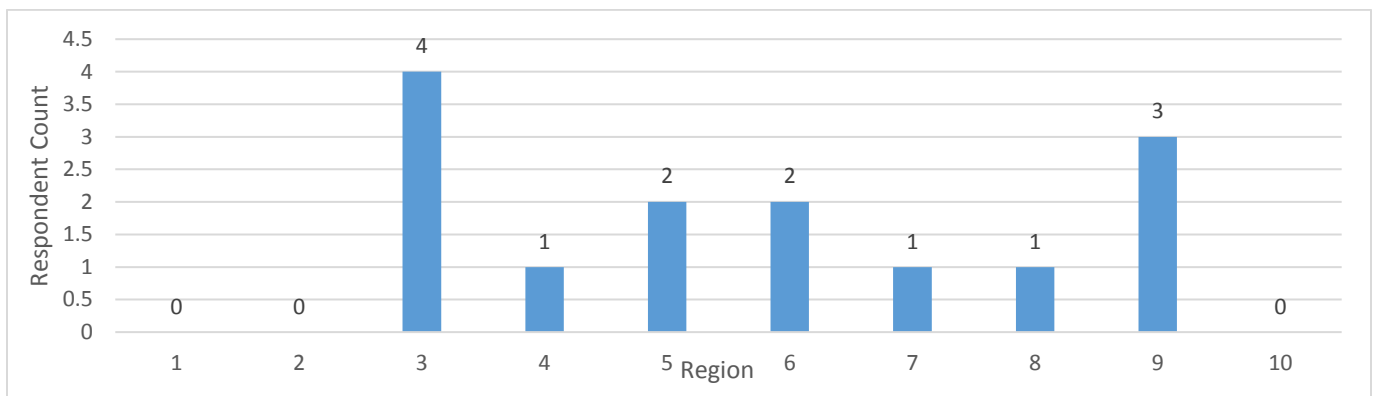


Figure 19: Count of All Respondents with More Than 1 Million Worker-hours by Association Region



In the following graphs, it is important to keep this information in mind; while systems with more worker hours tend to have lower incidence rates, their average number of cases tend to be higher.

Figure 20: Average and Median Incidence Rates by Association Region

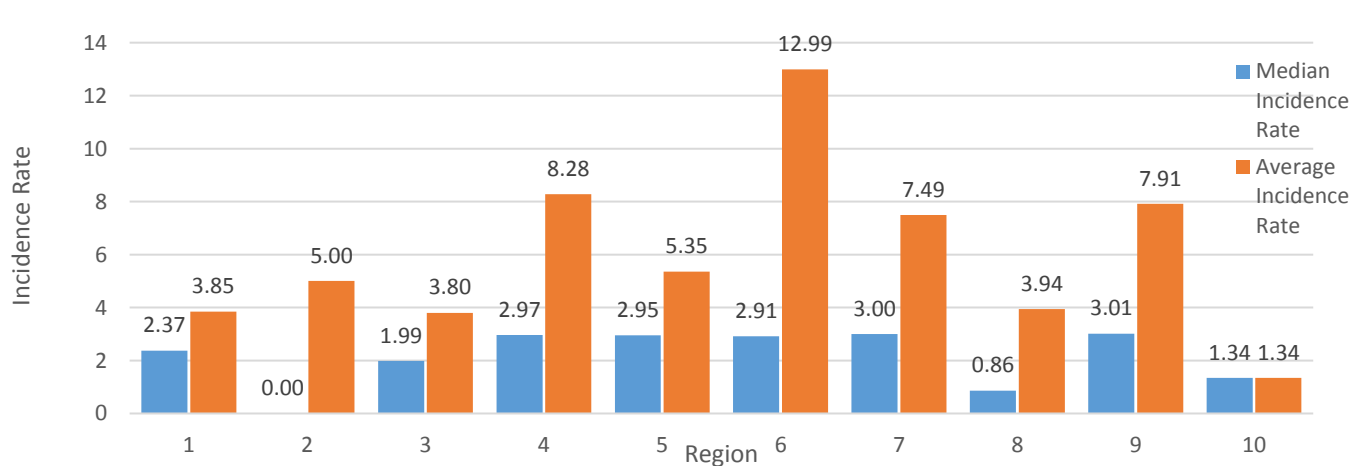


Figure 21: Average Days Away from Work Cases by Association Region

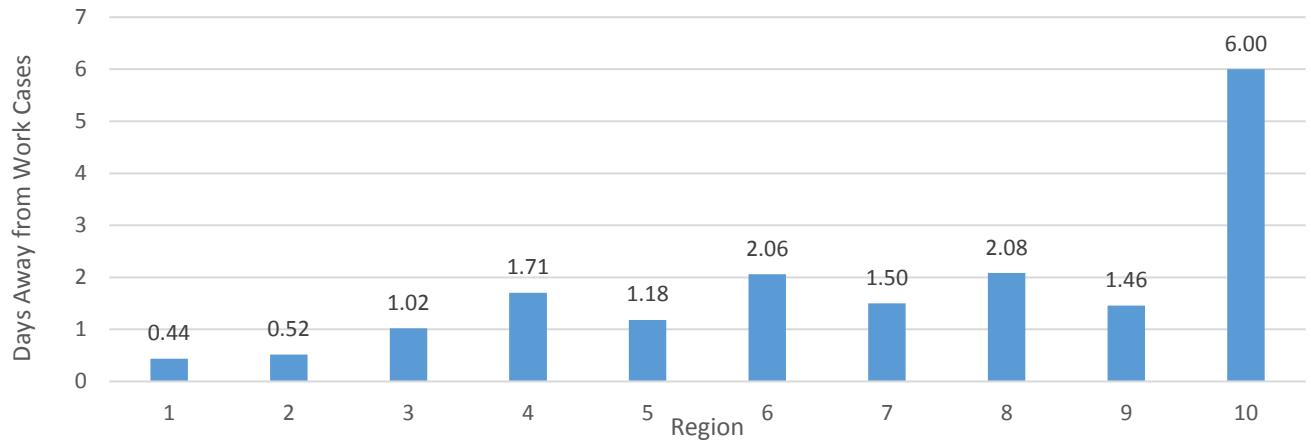


Figure 22: Average Restricted or Job Transfer Cases by Association Region

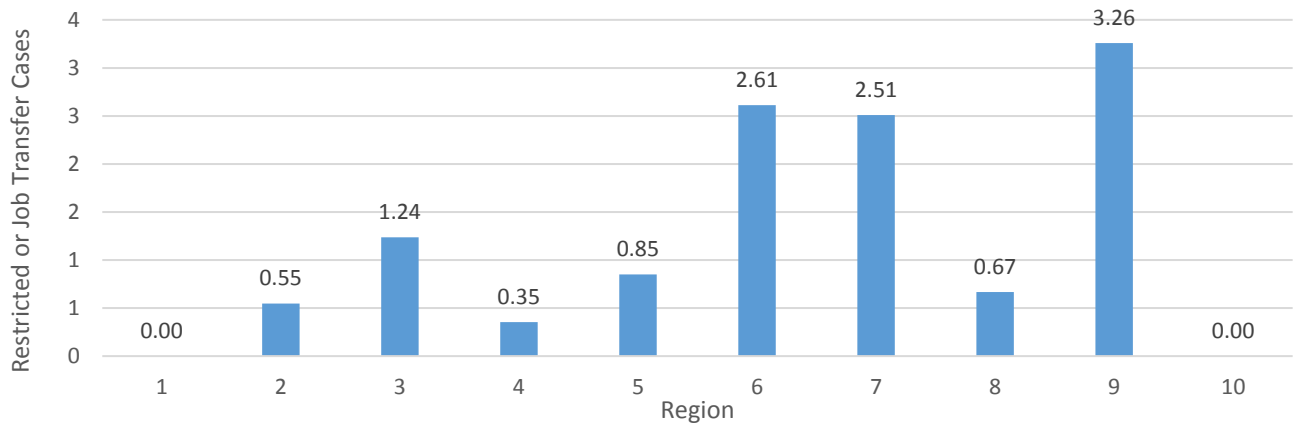
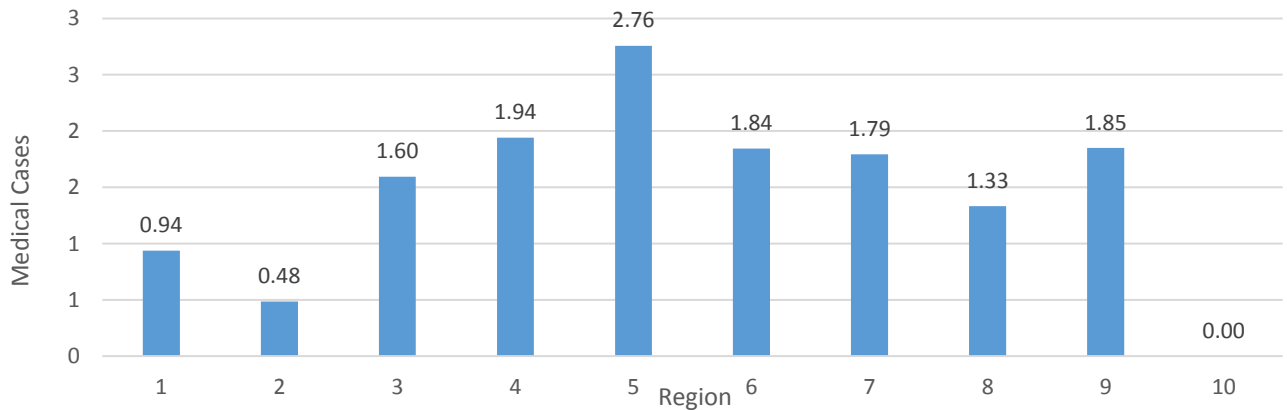


Figure 23: Average Medical Cases by Association Region



Section IV

The American Public Power Association encourages each utility to review the overall combined utility statistics along with the statistics for their utility grouping. For example, a small utility that falls into Group A may find it useful to compare itself to the overall combined data in order to track their safety performance against all public power utilities across the United States. Yet, this same utility may not find the actual breakdown of Group H data to be of interest. (A comparison of a 15,000 worker-hour utility to a 4,000,000 worker-hour utility may not provide any insightful information.) However, the 15,000 worker-hours of exposure per year utility should find value in comparing itself directly to any data provided for Group A.

The American Public Power Association provides the data presented in this report for use by its members in aggregate form only. The individual names of the utilities that have entered the Awards are confidential. Each year, The Association releases only the names of those utilities that have received Awards recognition, in addition to their calculated incidence rate and worker-hours for the given year.

Since greater numbers of entrants enhance the value of the Safety Awards for all utilities involved, The Association again encourages all members to continue submitting data on a yearly basis, regardless of the number of accidents/injuries that have occurred over the calendar year.

We welcome comments and suggestions on how to make this report better, as we strive to improve the accuracy and readability with each edition. You may reach Engineering Services staff directly via e-mail or phone:

Ethan Epstein, Energy and Environmental Services Assistant, 202-467-2924 or EEpstein@publicpower.org

Michael Hyland, Senior Vice President, Engineering Services, 202-467-2986 or MHyland@publicpower.org

Alex Hofmann, Energy and Environmental Services Director, 202-467-2956 or AHofman@publicpower.org

Christina Ospina, Energy and Environmental Services Coordinator, 202-467-2945 or COspina@publicpower.org

Appendix

- [2016 Safety Awards of Excellence Annual Report Form](#)
- [American Public Power Association Safety Awards of Excellence Rules and Regulations](#)

CITY OF CRETE, NEBRASKA
Planning Commission
March 27, 2017

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting also given to the board members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

The meeting was called to order by Chairman Dave Hansen at 7:01 p.m.

Roll Call

Commissioners present: Perla Jaimes, Brian Carnes, Scott Kuncl, Ryan Jindra, Dave Hansen and Sharon Scusa arriving at 7:11 p.m. Commissioners absent: Drew Rische, Jennifer Robison and Bud Clouse. Also present: City Administrator Tom Ourada, City Clerk Jerry Wilcox, City Attorney Joe Dalton, Building Inspector Ray Sueper, Willis Luedke, Heather Carver and Andy McAllister.

February 27, 2017 Minutes

Kuncl made a motion, seconded by Carnes, to approve the February 27, 2017 minutes as written. Voting yes: Jaimes, Carnes, Kuncl, Jindra and Hansen. Voting no: none. Absent: Rische, Robison, Clouse and Scusa. Motion carried.

Public Hearing - Annexation of Railroad ROW

A motion was made by Kuncl, seconded by Jindra to open the public hearing regarding the annexation of the railroad right of way north of the new WWTP adjacent to property recently annexed. Voting yes: Jaimes, Carnes, Kuncl, Jindra and Hansen. Voting no: none. Absent: Rische, Robison, Clouse and Scusa. Motion carried. Ourada told the commissioners this annexation would be logical because of the quiet zone and for tax purposes. Jindra made a motion to close the public hearing. This was seconded by Kuncl. Voting yes: Jaimes, Carnes, Kuncl, Jindra and Hansen. Voting no: none. Absent: Rische, Robison, Clouse and Scusa. Motion carried. A motion was made by Carnes to recommend to Council the approval of this annexation, seconded by Jaimes. Voting yes: Jaimes, Carnes, Kuncl, Jindra and Hansen. Voting no: none. Absent: Rische, Robison, Clouse and Scusa. Motion carried.

Public Hearing – Redevelopment Area #2

Kuncl made a motion, seconded by Carnes, to open the public hearing for the redevelopment area #2. Voting yes: Jaimes, Carnes, Kuncl, Jindra and Hansen. Voting no: none. Absent: Rische, Robison, Clouse and Scusa. Motion carried. Heather Carver with Kline Williams was introduced by Ourada. She explained to the commissioners why the designation of blighted and substandard area is needed to receive TIF and answered any other questions they had. (Sharon Scusa enters the meeting.) A motion was made by Carnes, seconded by Jindra to close the public hearing. Voting yes: Jaimes, Carnes, Kuncl, Jindra, Scusa and Hansen. Voting no: none. Absent: Rische, Robison and Clouse. Motion carried.

Resolution 2017-01 Redevelopment Area #2

This resolution is declaring a portion of the City to be blighted and substandard and approving a redevelopment plan. Carnes made a motion with a second by Jindra to recommend Resolution 2017-01 to be approved by Council. Voting yes: Jaimes, Carnes, Kuncl, Jindra, Scusa and Hansen. Voting no: none. Absent: Rische, Robison and Clouse. Motion carried.

Administrative Subdivision

Ourada stated an administrative subdivision is needed on the northeast corner of the cemetery south of town. Jindra made a motion to recommend to Council their approval of the administrative subdivision of the northeast corner of the Blue Valley Cemetery south of town. A second was made by Carnes. Voting yes: Jaimes, Carnes, Kuncl, Jindra, Scusa and Hansen. Voting no: none. Absent: Rische, Robison and Clouse. Motion carried.

Hansen reminded commissioners that the election of officers will be held at the next meeting.

Meeting adjourned.

Recorded by Jera Novak

2017 MONTHLY BUILDING PERMIT LOG

March 2017 Building Permit Log Summary

TYPE OF PERMIT	PERMIT ID	OWNER NAME	CONTRACTOR	FEE	DATE	COST	PROJECT DESCRIPTION	ADDRESS OF PROJECT
Building	B17-9	Robert Brunz	Self	\$ 973.70	3/3/2017	\$ 200,000.00	New Residence	16550 SW 142nd
Building	B17-10	Lynch Livestock	New Modern Concepts	\$ 2,291.40	3/8/2017	\$ 1,120,000.00	Hog sorting facility	896 County Road 2250
Building	B17-11	Jessy Lopez	Robert Tardy	\$ 59.78	3/24/2017	\$ 12,580.00	Remodel	1908 Norman
Plumbing	P17-4	Robert Brunz	Self	\$ 37.50	3/3/2017		New Residence	16550 SW 142nd
Mechanical	M17-1	Robert Brunz	Self	\$ 37.50	3/3/2017		New Residence	16550 SW 142nd
Fence	F17-1	PBS Aircraft Co.	Self	\$ 16.00	3/1/2017		Rear yard fence	1015 Norman
Fence	F17-2	Crete Lumber	Self	\$ 16.00	3/13/2017		Fence at new residence	943 Redwood
Fence	F17-3	Javier Alanda	Self	\$ 16.00	3/28/2017		Rear yard fence	1025 Norman
Fence	F17-4	Jason Elledge	Andy Nichols	\$ 16.00	3/28/2017		Rear yard fence	2227 Westwood Drive
Demolition	D17-1	Bradley Lechner	Self	\$ 11.00	3/17/2017		Demolish old garage	1044 Pine
Floodplain Development	FPD17-1	Lynch Livestock	New Modern Concepts		3/8/2017	\$ 1,120,000.00	Hog sorting facility	896 County Road 2250
Plumbing Co. Regist. Fee				\$ 80.00				
TOTAL FOR MONTH =				\$ 3,554.88				

Tom Bliss to Lead SENDD

March 27, 2017 – Lincoln, NE

The Southeast Nebraska Development District (SEND D) is pleased to announce Tom Bliss has been hired as the new Executive Director of SEND D.

Tom Bliss joins SEND D from his previous position as the Executive Director of Mo-Kan Regional Council in St. Joseph, Missouri. Mo-Kan Regional Council is a six county economic and community development program in northwest Missouri and northeast Kansas. The organization administers programs that include workforce development, Homeland Security, small business, as well as economic and community development programs. During his 14 year tenure, Bliss led Mo-Kan through significant growth, both in annual operating budget and reserves. Tom credits innovative programs and new partnerships with the organization's developmental success.

SEND D Board of Directors Chair Lisa Hurley from York County Development Corporation released the following statement: "On Thursday, March 16th, the Board of Directors voted unanimously for Tom to be our next director. He comes with high recommendations and a wealth of knowledge regarding federal programs, strong connections, and leadership skills. I would like to welcome Tom to the SEND D family, and am excited to have him start." Hurley continued with praise for SEND D staff, "I would also like to extend a thank you to Craig Eberle and the rest of the staff for their hard work during this transition period." SEND D Business Loan Officer Craig Eberle served as Interim Director during the interval preceding Tom's arrival.

Tom Bliss is eager to begin his leadership at SEND D. "I am very excited to be part of SEND D. The agency has a reputation across the Midwest as being a leader in economic and community development and housing. I truly appreciate the opportunity to help in this mission," Bliss stated.

Though Tom isn't originally from Nebraska, he does have local roots. "I have a lot of special memories of this region, because my dad was born here. As a kid, I always looked forward to visiting my grandmother who lived in Fairbury," he said.

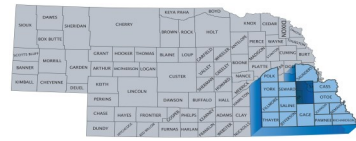
In addition to his role at Mo-Kan, Tom Bliss has taken leadership roles in several organizations to promote economic development. He is currently serving on the National Association of Development Organizations (NADO) Board of Directors. Tom has also held numerous positions with the Missouri Economic Development Council, Missouri's Department of Economic Development Broadband Committee, and Missouri Association of Councils of Governments (MACOG) among other organizations.

Prior professional experiences include serving as Assistant Director at Northwest Missouri Regional Council of Governments in Maryville, MO, along with additional positions in city administration, economic development, and community development. Tom Bliss has a Bachelor of Science degree in political science and a Master of Public Administration degree, both from Missouri State University.

Tom will relocate to Lincoln and begin his leadership of SEND D on April 17, 2017. The SEND D service area should anticipate seeing Tom visiting counties and communities as he introduces himself throughout the 15 county district. He said: "I genuinely look forward to working with each community to improve the quality of life and grow our economy."

SEND D

Southeast Nebraska Development District



Tom Bliss to Lead SENDD

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Quarterly Newsletter

Spring 2017



STAFF

Craig Eberle
Interim Director
ceberle@sendd.org

Rian Harkins
Development Specialist
rharkins@sendd.org

Jim Warrelmann
Sr. Housing Specialist
jwarrelmann@sendd.org

Mike Champion
Housing Rehab Specialist
mchampion@sendd.org

Sally Bennett
Office Admin/Bookkeeper
sbennett@sendd.org

Lincoln Office
2100 Fletcher Ave, Ste. 100
Lincoln, NE 68521
Phone 402-475-2560
Fax 402-475-2794

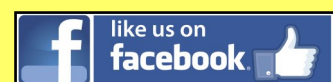
Craig Eberle
Business Loan Officer /
Interim Director
ceberle@sendd.org

Western Field Office
Bradshaw, NE
Phone 402-736-4417

Crystal Dunekacke
Development Specialist
cdunekacke@sendd.org

Rhonda Standerford
Office Administrator
rstanderford@sendd.org

Humboldt Office
P.O. Box 308
Humboldt, NE 68376
Phone 402-862-2201



<https://www.facebook.com/>

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Southeast Nebraska Development District Quarterly Newsletter—Spring 2017

Funded in part by the US Dept. of Commerce Economic Development Administration

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2018 Proposed Federal Budget Brings Major Cuts to Community Funding Sources

On Thursday, March 16th, President Trump released his 2018 budget plan that he titled “American First—A Budget Blueprint to Make America Great Again.” The President’s 2018 budget requests \$40.7 billion in gross discretionary funding for the Department of Housing and Urban Development (HUD). That change is a \$6.2 billion or 13.2% decrease from the 2017 annualized level. These cuts include the elimination of the Community Development Block Grant (CDBG) program, which currently provides benefits to communities within the SENDD district and throughout Nebraska. The President’s budget also includes the elimination of the U. S. Economic Development Administration (EDA), which allows SENDD to facilitate economic development projects with businesses. Additional cuts to USDA -Rural Development would impact the direct small business lending and technical assistance funding that SENDD utilizes throughout the district by the elimination of discretionary activities of the Rural Business and Cooperative Service.

Community Development Block Grants (CDBG) programs are administered through the State of Nebraska by the Department of Economic Development (DED). There are four entitlement communities in Nebraska that receive funds directly (Omaha, Lincoln, Grand Island and Bellevue). The funds administered by DED are distributed throughout the rest of the State. In the 2017 grant cycle, the Department of Economic Development plans to award \$10,000,000 of CDBG funding throughout the State. The President’s proposed 2018 budget calls for the total elimination of the CDBG program nationwide.

Since 2014, SENDD has administered over \$7.9 million dollars in CDBG projects, including \$4.9 million dollars in local match. These projects have resulted in the rehabilitation of approximately 96 homes owned by low to moderate income residents throughout the 15 county service area. Three tourism projects have been funded in Fairbury, Nebraska City and Brownville with just over \$800,000 being matched with nearly \$600,000 in private matching funds. Eight public works projects have resulted in infrastructure improvements, a storm sewer system, a lift station and lagoon project, expansion of a wastewater treatment plant and street improvement project for a total of \$1.6 million dollars in CDBG funds and \$1.7 million dollars in matching funds. Nine downtown revitalization projects resulted in \$1.8 million dollars in CDBG funds and \$568,000 in matching funds. These projects included street and public works improvements in the downtown commercial districts in these communities as well as investment in façade improvement projects that have preserved and enhanced downtown buildings. Three planning grants in Fairbury, Nebraska City and York have resulted in \$90,000 in CDBG funds, along with \$40,500 in matching funds to create plans that will allow for further development of these communities. An economic development project combined \$350,000 in CDBG funds with \$2,000,000 in matching funds to expand a business in York and created 10 jobs.

Since 2009, SENDD has secured funding for 47 business start-up/expansion projects with EDA funds within the district. These projects included \$5.2 million dollars in public sector funds, that were matched with nearly \$22 million in private funds. These projects in 23 communities throughout the 15 county SENDD district resulted in the creation or retention of 490 jobs.

Through USDA-Rural Development funding, SENDD has responded to over 500 inquires from new and emerging small businesses in the District since 2009. We have provided varying levels of assistance to 275 new and existing small businesses, which has resulted in direct funding for over 80 small business projects.

In the coming months as the federal budget continues through the legislative process and is debated by the members of Congress that represent Nebraska, SENDD will call on local communities, counties and businesses to share the stories of how CDBG, EDA and USDA funds have helped their communities and local economy. These cuts are more than just numbers on a spreadsheet; these are real life projects that have served communities within our district from a city of 6,467 people to a village of 39 people. The 500 jobs that have been created or saved results in employed residents that contribute to the stability of our rural economies. We at SENDD will continue to fight for the resources to assist counties and communities, as we have for the past 43 years.

Southeast Nebraska Development District Quarterly Newsletter—Spring 2017

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2017 Grant Cycle—Program Changes and Due Dates Announced

Now is the time for member communities to begin working on the necessary steps to develop a successful grant application. This may include income surveys, blight studies, or other avenues for public input regarding specific issues and needs. Some of these steps can take several months, so beginning now can increase a community's ability to submit a timely grant application.

NAHTF

The Nebraska Affordable Housing Trust Fund (NAHTF) deadlines have been announced for 2017 as May 26, 2017. The full application will be due by 5:00 pm on that day. Optional pre-applications were due by March 3, 2017. There is a new requirement for 2017 applications of a 10% cash match required for all Trust Fund applications.

CDBG

The Nebraska Department of Economic Development has released the award amounts and deadlines for the 2017 Community Development Block Grant (CDBG) funding cycle:

Program	Application Deadline	Maximum Award	2017 Funds Available	Required Match
Comprehensive Development	Phase II Implementation -	\$350,000	\$2,250,000	25%
Downtown Revitalization	Implementation - September 30	\$350,000	\$1,750,000	25%
Economic Development	Open Cycle	\$1,000,000	\$1,000,000	100%
Owner-Occupied Rehabilitation	Pre-Application - August 4; Full Application - October 6	\$250,000	\$2,000,000	N/A
Planning	Cycle I: August 30; Cycle II: TBD if Available	\$40,000 community or county/ \$60,000 multi-community or	\$500,000	25%
Public Works	Cycle I: July 30;	\$250,000	\$1,000,000	25%
Tourism Development	Open Cycle After May 1	\$350,000	\$500,000	25%
Water/Waste Water	Open Cycle Beginning May 1	\$250,000	\$1,000,000	25%

Among the changes for the 2017 cycle, Downtown Revitalization phase I planning fund applications are now being processed with the planning category rather than as their own application. Additionally, the match for owner-occupied funds has been removed, though communities with match including in-kind contributions will be eligible for additional points. Comprehensive Development funds are only available for communities that are currently completing the pre-development stage awarded in 2016. Future awards for phase I pre-development grants will be available in subsequent years.

SEND D staff members are ready to discuss potential grant applications for projects and schedule a time to meet if possible. Feel free to contact the Lincoln Office at (402) 475-2560 or the Humboldt Office (402) 862-2201 to begin the application process. We look forward to assisting your community with your grant application needs.

CCCCFF Provides Resources for Community Projects

The Civic and Community Center Financing Fund (CCCCFF) program provides grants of state aid for the development of civic, community, and recreation centers. CCCCFF grants are awarded to municipalities and administered by the Nebraska Department of Economic Development to encourage and foster quality of life in our communities. This is a competitive program. The program operates on a two-part application process.

A municipality seeking a grant will submit a letter of intent to apply. To be considered for the program, applicants must meet eligibility requirements, provide a signed letter of intent to apply, and submit a completed application online. Eligible projects include:

- **Civic Center**—a facility that is primarily used to host conventions, meetings, and cultural events and/or a library. A civic center therefore includes space for conventions, meetings, and cultural events and/or a library.
- **Community Center**—the traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A community center is therefore an area of multiple buildings with both internal and external elements. A civic center may or may not be in a community center.
- **Recreation Center**—a facility used for athletics, fitness, sport activities, or recreation that is owned by a municipality and is available for use by the general public with or without charge. A recreation center does not include any facility that requires a person to purchase a membership to utilize such facility.
- **Planning**—engineering and technical studies directly related to eligible projects.

Assistance from the fund shall not amount to more than fifty percent of the cost of construction, renovation, or expansion. The minimum amount for a non-planning grant request is \$10,000.

If your community would like to learn more about the CCCCFF program, please contact SENDD.

Roster Updates for 2017

County, City and Village Clerks — It's time to update SENDD's community roster. Please send an updated board roster including names and contact information including email addresses to Sally Bennett at sbennett@sendd.org.

OOR Projects Seeking Applicants

Funding available in Deshler, Fairbury, Fairmont, Humboldt, Nebraska City, Otoe County and Talmage

SENDD is currently seeking applications for owner occupied housing rehabilitation programs in several communities. These programs are open to income eligible homeowners within the city limits. All projects are funded 100% by grant funds. No repayment is required as long as the resident lives in the home for five years as their primary residence following completion of the project. For more information on program requirements, contact SENDD at (402) 475-2560 or contact your City/Village.

DPA Projects Seeking Applicants

Funding available in Seward County & York County

SENDD is currently seeking applications for down payment assistance programs in Seward and York Counties. The DPA with Minor Rehabilitation funds help qualified applicants by providing Down-Assistance up to 20% with a \$17,000.00 maximum toward the purchase of a primary residence home.

The program also has a conditional grant to help with minor repairs to ensure that the property meets "Housing Quality Standards" after repairs. The rehabilitation amounts are up to: \$7,500.00 - \$9,500.00 depending on the property location. All qualifications are income / asset based with a maximum purchase price of \$134,000.00. Please contact Jim Warrelmann (402-475-2560) at SENDD for more information and availability of funds in your area

Southeast Nebraska Development District Quarterly Newsletter—Spring 2017

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The SENDD Office in Humboldt Has Moved



After many years in our former office, the Humboldt SENDD Office is now in a new location at 804 3rd Street in Humboldt.

Crystal Dunekacke, Community Development Specialist, and Rhonda Standerford, Part-Time Office Administrator are located in this office. They are both enjoying the extra sunshine from the big windows in the new office.

The mail address will remain at PO Box 308, Humboldt, NE 68376. The phone number will also remain the same at (402) 862-2201.

Their normal office hours are from 8:00 am to 4:30 pm. We invite you to stop by and check out our new location.

Southeast Nebraska Partners for Progress (P4P) - SET Plan

The Southeast Nebraska Partners for Progress group, known as P4P, consists of representatives from Johnson, Nemaha, Otoe, Pawnee and Richardson counties. The P4P group has recently participated in an initiative called Stronger Economies Together, known as SET. The purpose of Stronger Economies Together (SET) is to strengthen the capacity of communities in rural America to work together in developing and implementing an economic development blueprint that strategically builds on the current and emerging economic strengths of their region.

These are the focus areas identified by the process, as well as goals set for each area:

- **Manufacturing/Industry** — Create a diverse industrial, manufacturing hub in the 5-county region, utilizing a diversified workforce, to regionally sustain and grow existing and new businesses.
- **Cultural Tourism** — Through collaborations, create rich destination experiences that attract visitors and contribute to the quality of life for local citizens.
- **Workforce Education** — Through education and training, create a workforce pipeline to enhance employee recruitment, retention and engagement.
- **Entrepreneurship** — Develop an entrepreneurial culture for business creation and retention that sustains and grows our existing industries and businesses.

Currently the SET group is working on two upcoming projects. The first is a Manufacturers Summit to be held in Nebraska City in April. The group will be made up of local manufacturers who have been invited to participate in the summit to identify common strengths and challenges that these businesses encounter. This meeting is the first of its kind in and region. It should provide a dialog that will help identify needs that will be the focus of future work. The second event will be a program held at Peru State College that will bring high school guidance counselors, business teachers and entrepreneurs together in June. This group will work together to strategize what methods or programs might be effective to bring into school in the southeast Nebraska area to promote entrepreneurship for our youth. Brent Comstock of BCom Solutions, LLC is planned as the keynote speaker.

NEXT SET/P4P Meeting: Friday, May 5, 2017 at a time TBD following the NEDA conference at Lied Lodge in Nebraska City. Details will be announced in April. The public is encouraged to attend to participate.

**REGULAR MEETING
Crete City Council
City Hall Council Chambers**

March 21, 2017

AGENDA ITEM 1 – OPEN MEETING:

Mayor Roger Foster called the regular meeting of the City Council to order at 7:00 p.m. Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. If one is needed during this meeting, please advise. As each agenda item is considered; if there are any questions concerning the agenda item, please advise. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

AGENDA ITEM 2 - ROLL CALL: (Attendance of the Council members will be recorded to determine the presence of a quorum for official actions.)

Answering roll call were the following council members: Jack Oelschlager, Chuck Vyhnaek, Dave Bauer, Judy Henning and Travis Sears. Absent was Dale Strehle.

AGENDA ITEM 3 - PETITIONS-COMMUNICATIONS-CITIZEN CONCERN: (No action can be taken by the Council on matters presented under this title except to answer any question posed and/or to refer the matter for further action.)

Kayleigh Schadwinkel reported to the City Council about recent events that the Chamber has sponsored. She also reported on plans for future events such as the Fireworks Display in July, the Solar Eclipse in August and the Pumpkin Festival in October. The Chamber will be requesting some street closures for both of these future events.

AGENDA ITEM 4 - SPECIAL ORDER OF BUSINESS: (The Council may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title.)

A. Mayor's Appointments

Council member Sears presented the City Council with the Mayor's appointments for the Economic Development Board of Advisors. Jill McCartney representing the Chamber Board of Directors and Carol Kohl representing Industry, both for a term of 12/1/2019.

Council member Oelschlager made a motion to approve the appointments as presented. Council member Henning seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

B. Economic Development Director

Council member Sears presented the City Council with the Mayor's appointment for Economic Development Director. Judi Meyer, who currently works for the Southeast Nebraska Development District.

Council member Oelschlager made a motion to approve the Mayor's appointment of Judi Meyer as the Economic Development Director. Council member Vyhnaek seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

C. Civil Service Commission Rules and Regulations

The Civil Service Commission has adopted updated rules and regulations for the operations of the commission. The updates bring the rules in line with state statute regulating the commission.

Council member Sears made a motion to acknowledge that the Civil Service Commission has adopted updated rules and regulations. Council member Oelschlager

seconded the motion. Voting aye: Oelschlager, Vyhnaelek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

D. Deferred Action for Childhood Arrivals (DACA)

The Mayor asked the City Council to review Nebraska Legislative Resolution 26, which supports the DACA action taken by the Legislature in the past, and consider the effect on the Crete community if the Deferred Action for Childhood Arrivals were reversed by state or federal action. The Mayor reported that he and Dulce Castaneda were going to testify at the committee hearing as citizens of Crete in support of the resolution.

No action was taken on the matter.

E. Substation Upgrade Bids

The Public Works Committee reviewed the following bids received on March 15th at 2:00 PM for the substation upgrade.

Bidder	Bid	Start Date
- Harold K. Scholz Co.	\$439,350.00	May 15, 2017
- IESCI	\$476,842.45	August 7, 2017
- Watts Electric Co.	\$477,646.22	August 1, 2017

JEO Consulting reviewed the documents and recommends that the City approve the low bid of Harold K. Scholz Co. The committee recommends approval of the bid of Harold K. Scholz Co.

Council member Bauer made a motion to approve the bid of Harold K. Scholz Co. of \$439,350. Council member Henning seconded the motion. Voting aye: Oelschlager, Vyhnaelek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

F. Owner Occupied Housing Rehabilitation Project #9

The Housing Committee has reviewed the plans for rehabilitation of an owner occupied home with \$24,999 of CDBG grant funds as project #9 of the program.

Council member Henning made a motion to approve the project as presented. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnaelek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

G. Owner Occupied Housing Rehabilitation Project #10

The Housing Committee has reviewed the plans for rehabilitation of an owner occupied home with \$24,999 of CDBG grant funds as project #10 of the program.

Council member Henning made a motion to approve the project as presented. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnaelek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

H. KENO RFP

The Finance Committee has reviewed the request for proposals for Keno Operations in the City beginning May 1, 2017.

Council member Sears made a motion to approve the RFP as presented to be submitted prior to March 31st at 10:00 AM. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnaelek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

AGENDA ITEM 5 - RESOLUTIONS & ORDINANCES: (The Council may take action to hear testimony in favor of or opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title. The Council may take action to waive the statutory rule requiring reading on three separate dates on any ordinance being considered. The Council may take action to pass and approve any matter presented under this title.)

A. Ordinance 2000 Zoning District Change Block 121

Council member Sears introduced Ordinance 2000 and moved that the rules regarding the reading of an ordinance on three different days be waived. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO CHANGE THE ZONING OF CERTAIN PROPERTY LOCATED WITHIN THE ZONING JURISDICTION

OF THE CITY OF CRETE, NEBRASKA, FROM CENTRAL COMMERCIAL (C-1) TO HEAVY INDUSTRIAL (I-2); TO CHANGE THE OFFICIAL ZONING MAP TO SHOW THE CHANGE IN ZONE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Council member Bauer seconded the motion to waive the rule. Voting aye: Oelschlager, Vyhnaek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

The Clerk was directed to read the ordinance by Title. Council member Sears made a motion to approve the ordinance on final reading. Council member Bauer seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

Mayor Foster stated that Ordinance 2000 is now an ordinance of the City of Crete.

AGENDA ITEM 6 - REPORTS: (The following reports by committees, officers and elected officials are given concerning current operations of the city. Questions may be asked and answered. No action can be taken by the Council on matters presented under this title except to answer any question posed and to refer the matter for further action.)

Interim Library Director Laura Renker reported that the annual brunch will be April 21st and that the Library will be participating in the Solar Eclipse event.

Police Chief Steve Hensel reported that Officer Jonas has been named by the American Legion as the Regional Officer of the Year. She will now be considered for the National Officer of the Year. March 29th will be the Severe Weather Alert Test day for the entire state.

City Clerk Jerry Wilcox reported that he, Chief Hensel and Deputy Clerk Goranson attended training on Drug and Alcohol testing and procedures.

Mayor Roger Foster requested a closed session for the protection of the public interest to discuss contract negotiations and personnel issues.

City Administrator Tom Ourada reported the following:

- Interviews with Library Director candidates were conducted and the Library Advisory Board will be making a recommendation to the Mayor for appointment
- City Council members and staff have been receiving robot generated emails asking to support LB389, but as the League reported at the conference, this bill is not in the best interest of the City and should be opposed
- The first of May the City's domain will change from crete-ne.gov to crete.ne.gov to be more consistent with government website addresses
- Semi-annual employee evaluations are being completed in March
- Nestle Purina is working with the City on a paving grant

AGENDA ITEM 7 - CONSENT AGENDA: (Council will consider approval of the following items. Explanation may occur for each item and the council may approve and or amend and approve the items listed.)

Council member Sears moved to approve Consent Agenda items A, B, filing of the treasurer's report for audit and approval of the regular claims as endorsed by the Finance Committee. Council member Strehle seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

A. Council Minutes

1. March 7, 2016

B. Committee Minutes

1. January 17, 2017 Public Works

2. February 7, 2017 Public Works

3. February 21, 2017 Public Works

4. March 7, 2017 Finance
 5. March 7, 2017 Parks and Recreation
 6. March 7, 2017 Public Works

C. Treasurer's Report

1. February 28, 2017 Reports

D. Regular Claims (as endorsed by Finance Committee) Total \$1,021,745.93

BEATRICE CONCRETE CO.	CONCRETE	\$280.83
BLACK HILLS ENERGY	NATURAL GAS	\$118.53
BNSF RAILWAY COMPANY	CROSSINGS	\$1,800.00
CDW GOVERNMENT, INC.	COMPUTER	\$469.43
CITY HALL FUND	CITY HALL RENT	\$1,225.00
CLINE WILLIAMS LLP	PENSION DOCUMENTS	\$82.50
DULCE CASTANEDA	REIMBURSEMENT	\$16.17
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$126.41
EGAN SUPPLY CO.	JANITORIAL SUPPLIES	\$316.45
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$60.44
FRANSYL EQUIPMENT	REPAIRS	\$14,986.79
JOSE RAMOS	REIMBURSEMENT	\$54.04
KRIZ-DAVIS COMPANY	SUPPLIES	\$285.89
LINCOLN WINWATER WORKS	SUPPLIES	\$124.12
MEAN	PURCHASED POWER	\$729,959.30
MCI MEGA PREFERRED	SERVICE	\$11.66
MICHAEL RICHARD	LAB	\$700.00
NAPA AUTO PARTS	PARTS	\$22.99
NE DEPT OF REV	SALES TAX	\$33,640.95
NeHHS LAB	LAB	\$2,199.00
NORRIS PPD	UTILITIES	\$8,544.75
OLSSON ASSOCIATES	ENGINEERING	\$3,911.40
PAYROLL	UTILITY WAGES	\$62,940.65
REVENUE/ELECTRIC FUND	SUPPLIES	\$19.65
SACK LUMBER CO.	SUPPLIES	\$14.97
SEWARD COUNTY ATTORNEY	LEGAL SERVICE	\$5,200.00
TERRYBERRY	SUPPLIES	\$353.27
UMB BANK N.A.	BOND FEES	\$265.00
UPS	SHIPPING	\$133.40
UTILITIES SECTION	REGISTRATION	\$80.00
WALKERS UNIFORM RENTAL	UNIFORMS	\$51.93
WINDSTREAM	SERVICE	\$61.05
UTILITY FUND	TOTAL	\$868,056.57
ASSN OF THREAT ASSESSMENT	MEMBERSHIP	\$110.00
AT & T	SERVICE	\$0.32
BAKER & TAYLOR	BOOKS	\$910.94
BEATRICE CONCRETE CO.	CONCRETE	\$648.91
BLACK HILLS ENERGY	NATURAL GAS	\$23.14
BOKF	BOND INTEREST	\$10,054.25
BRANDING INC.	RENTAL	\$91.00
BSN SPORTS INC	SUPPLIES	\$170.98
CDW GOVERNMENT, INC.	SUPPLIES	\$443.85
CENGAGE LEARNING INC	BOOKS	\$328.05

CENTER POINT LARGE PRINT	BOOKS	\$173.76
CITY HALL FUND	RENT	\$375.00
CLINE WILLIAMS LLP	PENSION DOCUMENTS	\$2,281.11
CRETE ACE HARDWARE	SUPPLIES	\$15.73
CAMC	SERVICE	\$6,113.88
CRETE LUMBER & FARM	SUPPLIES	\$13.98
CRETE POSTMASTER	POSTAGE	\$144.00
CRETE VETERINARY CLINIC	SERVICE	\$308.60
CRETE VOLUNTEER FIRE	REIMBURSEMENT	\$335.27
CRIST AUTO BODY REPAIR	TOWING	\$70.25
CUMMINS CENTRAL POWER	SERVICE	\$1,241.95
DAVID COFFEY	SERVICE	\$584.00
DIANE GORANSON	REIMBURSEMENT	\$92.41
DULCE CASTANEDA	REIMBURSEMENT	\$37.69
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$647.59
EGAN SUPPLY CO.	JANITORIAL SUPPLIES	\$27.88
EMERGENCY MEDICAL PROD	SUPPLIES	\$60.45
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$20.14
FIREGUARD INC.	SUPPLIES	\$8,519.88
FIRST NATN'L BANK	SUPPLIES	\$1,265.97
FLAGZ @ THE BRAND	FLAG	\$89.50
GILMORE & ASSOCIATES INC	ENGINEERING	\$417.00
GRAHAM TIRE LIN. NORTH	TIRES	\$637.38
HEATH SPORTS	SUPPLIES	\$5.25
HUSKER ELECTRIC SUPPLY	SUPPLIES	\$197.67
JAY'S OIL CO.	SUPPLIES	\$30.00
MCI MEGA PREFERRED	SERVICE	\$46.64
MIDWEST BREATHING AIR	SUPPLIES	\$205.50
MUNICIPAL EMERGENCY	SUPPLIES	\$264.08
NAPA AUTO PARTS	PARTS	\$586.01
NE EMERGENCY MEDICINE	SERVICE	\$649.62
OCLC INC	SERVICE	\$146.67
ORSCHLN FARM AND HOME	SUPPLIES	\$28.36
PAGE MY CELL	SERVICE	\$500.00
PAYROLL	TAX WAGES	\$97,199.46
PHYSIO-CONTROL CORP	SUPPLIES	\$103.54
PINNACLE BANK	SUPPLIES	\$285.00
PLAINS EQUIPMENT GROUP	PARTS	\$321.27
PRESTO-X COMPANY	SERVICE	\$102.72
QUILL CORP.	SUPPLIES	\$291.53
RECDESK LLC	SUBSCRIPTION	\$2,050.00
REVENUE/ELECTRIC FUND	FUEL	\$4,442.03
SACK LUMBER CO.	SUPPLIES	\$91.58
SALINE COUNTY REGISTER	FILE DEED	\$10.00
SEWARD COUNTY ATTORNEY	SERVICE	\$7,800.00
SKALA'S O.K. TIRE STORE	TIRES	\$142.50
SOLUTIONONE	COPIER	\$246.31
THE CRETE NEWS	PUBLISHING	\$78.40
VERIZON WIRELESS	SERVICE	\$18.02

WINDSTREAM	SERVICE	\$1,592.34
TAX FUNDS	TOTAL	\$153,689.36

AGENDA ITEM 6 – OFFICERS REPORT: REQUEST FOR CLOSED SESSION

Council member Sears moved that the Mayor, City Council, City Administrator, City Attorney, City Clerk and Police Chief go into closed session at 7:48 PM for the protection of the public interest to discuss contract negotiations and personnel issues. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

The Mayor stated that the Mayor, City Council, City Administrator, City Attorney, City Clerk and Police Chief will meet in closed session for the protection of the public interest to discuss contract negotiations and personnel issues.

Council member Sears moved that the Mayor and City Council return to open session at 8:10 PM. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

The Mayor stated that the Mayor, City Council, City Administrator, City Attorney, City Clerk and Police Chief met in closed session for the protection of the public interest to discuss contract negotiations and personnel issues and no action was taken.

AGENDA ITEM 8 - ADJOURNMENT:

Council member Sears moved that the meeting be adjourned at 8:10 PM. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Henning, Sears. Voting no: None. Absent: Strehle. Motion carried.

ATTEST:

City Clerk

Mayor

(S E A L)

I, Jerry L. Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)



Public Works Committee Meeting
March 21, 2017
6:00p.m.
Council Chambers Annex

Roll Call:

Committee Members Present:

Dave Bauer
Judy Henning

Others Present:

Tom Ourada, City Administrator Steve Hensel, Police Chief
Chuck Vyhnalek, Council person Jack Oelschlager, Council person
Jerry Wilcox, City Clerk

Special Order of Business

A. Columbarium Plans and Specifications:

Tom explained to the committee about the Cemetery Board’s idea for a columbarium. Tom stated the board would like to do all of the concrete work initially, but would like to only buy 1 columbarium to start with. The committee discussed this issue. The committee doesn’t approve cemetery board, but they do construction contracts. Judy made a motion and Dave seconded to recommend to the council to let bids for the groundwork. All in favor: Judy, yes; Dave, yes. Motion passed.

B. Ordinance 2000 Zoning District Change Block 121:

Tom reminded the committee this was referred to them from the last council meeting. The property is referred to as the creamery property. There was discussion. Judy made a motion to recommend to the council ordinance 2000 zoning district change block 121 and was seconded by Dave. All in favor: Judy, yes; Dave, yes. Motion passed.

C. Substation Upgrade Bids:

Tom informed the committee the bids came in less than expected. Judy made a motion and seconded to recommend the bid of Harold Schultz & Company for \$439,350 to the council. Dave seconded the motion. All in favor: Judy, yes; Dave, yes. Motion passed.

Officer’s Report

Dave had a concern of the street sweeper cleaning downtown. Tom will get back with Dave. Dave also had a concern about the red concrete in front of the old True Value & Edward Jones buildings is broken up already. Sertoma Road in Tuxedo Park has a lot of potholes in it and was wondering what the next step is to fix it.

Adjournment

It was motioned by Judy to adjourn the meeting at 6:30pm. Seconded by Dave. Roll Call Vote: Judy, yes; Dave, yes. Motion passed. Meeting Adjourned.

Dave Bauer, Chairman

CITY OF CRETE, NEBRASKA
CITY COUNCIL PARKS & RECREATION COMMITTEE
March 28, 2017

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
US Post Office, 1242 Linden Avenue
City Bank & Trust, 1135 Main Avenue

Advance notice of the meeting also given to the committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. The committee may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

The meeting was called to order by Council member Jack Oelschlager.

Roll Call

Committee members present were Judy Henning, Dale Strehle and Jack Oelschlager. No members were absent. Also present were City Administrator Tom Ourada, City Clerk Jerry Wilcox, Parks & Recreation Director Dan Dunaway, Parks Supervisor Aaron Steffensmeier and Legion Board representative Justin Kuntz.

Legion Baseball Infield Maintenance

The Legion Board would like to assist the city with the maintenance of the infield on the Legion Field. Steffensmeier raised some concerns he had from past experiences. Kuntz stated the Legion would like to take some ownership in the field by assisting with the maintenance by mowing and dragging the field. Strehle made a motion, seconded by Henning, to recommend to Council the approval of a one year agreement with the Legion once the agreed upon changes have been made and legal has approved it. Voting yes: Henning, Strehle and Oelschlager. Voting no: None. Absent: None. Motion carried.

Meeting adjourned.

Recorded by Jera Novak

3/31/2017

General Journal Entry Record

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Receipts Description</u>	<u>Credit</u>
10-10-4320	3/1/2017	5119	Buell Consulting bldg permit	\$140.80
34-10-4370	3/1/2017	5120	Amber Madigan rent	\$500.00
10-60-4259	3/1/2017	419038	Tucker animal license	\$3.75
10-60-4260	3/1/2017	419038	Tucker animal license	\$30.00
42-22-4993	3/1/2017	autodep	Stripe payment	\$65.00
10-20-4210	3/1/2017	autodep	HCclaim payment	\$2,732.15
10-10-4990	3/2/2017	5121	Ray Sueper fax	\$2.20
10-10-4320	3/2/2017	5122	PBS Aircraft fence permit	\$16.00
10-10-4300	3/2/2017	5123	Andersen Plumbing lic	\$60.00
38-10-2015	3/2/2017	5124	City Bank & Trust cemetery int	\$7.40
41-10-4870	3/2/2017	452462	Mosqueda nonresident	\$30.00
10-20-4210	3/2/2017	autodep	BCBS payment	\$191.32
65-10-4883	3/2/2017	autodep	Horvath rent	\$750.00
31-21-4045	3/2/2017	autodep	TMCRDchecks	\$994.02
85-10-4160	3/2/2017	autodep	CDBG DTR	\$1,350.00
10-60-4259	3/3/2017	491190	Dickerson animal license	\$1.25
10-60-4260	3/3/2017	491190	Dickerson animal license	\$134.00
42-22-4993	3/3/2017	autodep	Stripe payment	\$40.00
31-21-4045	3/3/2017	autodep	TMCRDchecks	\$102.98
10-10-4320	3/6/2017	5126	Robert Brunz bldg permit	\$973.70
10-10-4320	3/6/2017	5127	Robert Brunz plumbing/mech permit	\$75.00
40-10-4340	3/6/2017	5128	Crete Public Schools (Student Council) new	\$250.00
40-10-4340	3/6/2017	5129	Friends of Crete Public Library donations	\$1,302.85
41-10-4870	3/6/2017	5130	Durus Technology bk sales	\$13.84
41-10-4940	3/6/2017	5131	CPL copier serv	\$110.00
41-10-4870	3/6/2017	5132	CPL non res fee	\$30.00
41-10-4870	3/6/2017	5133	CPL fines	\$75.00
42-22-4993	3/6/2017	autodep	Stripe payment	\$25.00
44-10-4370	3/7/2017	5134	BVCA Comm Center rent	\$100.00
42-22-4993	3/7/2017	autodep	Stripe payment	\$90.00
10-60-4258	3/8/2017	570270	Kohl animal license	\$1.25
10-60-4260	3/8/2017	570270	Kohl animal license	\$10.00
42-22-4993	3/8/2017	autodep	Stripe payment	\$75.00
42-22-4355	3/8/2017	autodep	Pepsi income	\$520.00
10-20-4210	3/8/2017	autodep	HCclaim payment	\$524.09
31-21-4045	3/8/2017	autodep	TMCRDchecks	\$3,398.34
10-20-4210	3/9/2017	autodep	Claims payment	\$199.39
10-20-4210	3/9/2017	autodep	BCBS payment	\$219.53
10-20-4210	3/9/2017	autodep	HCclaim payment	\$287.80
42-22-4993	3/10/2017	autodep	Stripe payment	\$30.00
24-10-4130	3/10/2017	autodep	Highway allocation	\$2,666.78
24-10-4140	3/10/2017	autodep	Highway maintenance	\$13,009.50
24-10-4130	3/10/2017	autodep	Highway allocation	\$58,687.32
10-10-4320	3/13/2017	5138	Lynch Livestock bldg permit	\$2,291.40
41-10-5691	3/13/2017	5139	Mujer canceled magazine	\$3.33
10-40-4990	3/13/2017	5140	CPD misc	\$0.46

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Receipts Description</u>	<u>Credit</u>
10-60-4259	3/13/2017	5140	CPD state animal lic fee	\$18.75
10-60-4261	3/13/2017	5140	CPD animal impound	\$20.00
10-60-4258	3/13/2017	5140	CPD vet clinic fees	\$93.10
10-60-4260	3/13/2017	5140	CPD animal fines/lic	\$242.82
10-40-4230	3/13/2017	5140	CPD parking	\$840.00
41-10-4940	3/13/2017	665014	Moody copies	\$4.30
42-22-4993	3/13/2017	autodep	Stripe payment	\$25.00
41-10-4940	3/14/2017	684338	Alarcon copies	\$2.00
42-22-4993	3/14/2017	autodep	Stripe payment	\$50.00
92-10-4020	3/15/2017	5136	Property tax	\$32.35
92-10-4021	3/15/2017	5136	Property tax	\$46.34
92-10-4010	3/15/2017	5136	Property tax	\$182.60
82-10-4010	3/15/2017	5136	Property tax	\$382.10
92-10-4009	3/15/2017	5136	Property tax	\$404.92
50-10-4020	3/15/2017	5136	Property tax	\$1,152.22
10-10-4020	3/15/2017	5136	Property tax	\$6,182.66
10-10-4015	3/15/2017	5136	Property tax	\$6,410.08
50-10-4010	3/15/2017	5136	Property tax	\$6,987.44
10-10-4010	3/15/2017	5136	Property tax	\$37,428.87
50-10-4100	3/15/2017	5137	Property tax	\$2,025.58
10-10-4850	3/15/2017	5142	Charter Communications franchise fee	\$27,446.09
41-10-4870	3/15/2017	709266	Niebuhr nonresident	\$30.00
42-22-4993	3/15/2017	autodep	Stripe payment	\$50.00
10-20-4210	3/15/2017	autodep	HCclaim payment	\$1,075.24
31-21-4045	3/15/2017	autodep	TMCRDchecks	\$2,356.02
62-10-4171	3/15/2017	autodep	FPP Bridge	\$16,924.18
62-10-4170	3/15/2017	autodep	FPP Highway	\$129,750.84
10-60-4259	3/16/2017	717382	Bradley animal license	\$1.25
10-60-4258	3/16/2017	717382	Bradley animal license	\$32.02
10-60-4260	3/16/2017	717382	Bradley animal license	\$95.00
10-20-4210	3/16/2017	autodep	BCBS payment	\$832.07
41-10-4940	3/17/2017	756038	Salazar copies	\$9.25
10-10-4320	3/20/2017	5143	Bradley Lechner demo permit	\$11.00
10-10-4320	3/20/2017	5144	Ron Dittmer fence permit	\$16.00
10-10-4990	3/20/2017	5145	Chamber of Commerce Ace Hardware A486	\$3.84
14-10-4017	3/20/2017	5146	Zeilinger Keno Febr. keno	\$4,938.60
10-10-4300	3/20/2017	5147	New Cingular Wireless occ tax	\$6.91
10-10-4300	3/20/2017	5148	Time Warner Cable Business LLC occ tax	\$46.27
10-10-4300	3/20/2017	5149	AT&T Corp. occ tax	\$2.05
10-10-4300	3/20/2017	5150	Level 3 Communications	\$2.00
10-10-4300	3/20/2017	5151	Vonage Tax Acct occ tax	\$8.00
39-10-4850	3/20/2017	5152	Waste Connections Febr rebate	\$4,438.00
10-40-4230	3/20/2017	770198	Brooks parking fine	\$20.00
42-22-4993	3/20/2017	autodep	Stripe payment	\$30.00
10-20-4210	3/20/2017	autodep	HCclaim payment	\$349.50
10-20-4210	3/21/2017	autodep	HCclaim payment	\$5,683.66
41-10-4940	3/22/2017	810290	Ottmann copies	\$3.40
42-22-4993	3/22/2017	autodep	Stripe payment	\$25.00

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Receipts Description</u>	<u>Credit</u>
31-21-4045	3/22/2017	autodep	TMCRDchecks	\$1,425.03
88-10-4162	3/22/2017	autodep	CDBG Housing	\$2,798.14
10-20-4210	3/22/2017	autodep	HCclaim payment	\$4,750.04
11-10-4990	3/22/2017	autodep	Sales tax	\$322.57
90-10-4012	3/22/2017	autodep	Sales tax	\$32,256.92
11-10-4012	3/22/2017	autodep	Sales tax	\$64,513.85
10-10-4990	3/23/2017	autodep	Bank of Amer test	\$1.63
10-20-4210	3/23/2017	autodep	Claims payment	\$102.17
42-22-4993	3/23/2017	autodep	Stripe payment	\$170.00
10-20-4210	3/23/2017	autodep	BCBS payment	\$2,414.88
10-10-4300	3/24/2017	5153	Granite Telecomm occ tax	\$48.09
10-10-4300	3/24/2017	5154	Granite Telecomm occ tax	\$50.00
10-10-4300	3/24/2017	5155	Onstar LLC occ tax	\$0.98
16-10-4370	3/24/2017	5156	Rev Depts city hall rent March	\$1,225.00
16-10-4370	3/24/2017	5157	Tax Depts city hall rent March	\$375.00
32-10-5260	3/24/2017	5158	Fire Dept tax on t-shirts	\$12.55
10-70-4304	3/24/2017	5159	Traffic Safety Plus STOP fund	\$25.00
44-10-4370	3/24/2017	5160	Crete P & R community center rent	\$140.00
42-22-4993	3/24/2017	5160	Crete P & R youth soccer	\$4,685.00
42-22-4993	3/24/2017	865510	Beyard Soccer	\$25.00
42-22-4993	3/24/2017	autodep	Stripe payment	\$130.00
42-22-4993	3/27/2017	900378	Lopez soccer	\$25.00
10-20-4210	3/27/2017	autodep	HCclaim payment	\$98.63
42-22-4993	3/27/2017	autodep	Stripe payment	\$225.00
42-22-4993	3/28/2017	autodep	Stripe payment	\$155.00
31-21-4045	3/28/2017	autodep	TMCRDchecks	\$439.83
10-20-4210	3/28/2017	autodep	HCclaim payment	\$2,253.42
10-60-4259	3/29/2017	947026	Herndon animal license	\$3.75
10-60-4260	3/29/2017	947026	Herndon animal license	\$30.00
41-10-4870	3/29/2017	948650	Malousek nonresident	\$2.10
41-10-4870	3/29/2017	948650	Malousek nonresident	\$30.00
42-22-4993	3/29/2017	autodep	Stripe payment	\$125.00
10-20-4210	3/29/2017	autodep	HCclaim payment	\$278.50
10-20-4210	3/29/2017	autodep	HCclaim payment	\$352.19
41-10-4940	3/30/2017	974194	Lee fines	\$0.80
41-10-4870	3/30/2017	974194	Lee fines	\$2.10
10-20-4210	3/30/2017	autodep	BCBS payment	\$379.58
31-21-4045	3/30/2017	autodep	TMCRDchecks	\$775.96
40-10-4340	3/31/2017	5161	CPL donations	\$6.00
41-10-4870	3/31/2017	5162	CPL non res fee	\$120.00
41-10-4870	3/31/2017	5163	CPL fines	\$107.97
41-10-4940	3/31/2017	5164	CPL copies	\$122.00
37-10-4990	3/31/2017	5165	Cory Skleba cemetery hay ground	\$1,303.00
10-10-4320	3/31/2017	5167	Tandy & Sons bldg permit	\$59.78
10-10-4320	3/31/2017	5168	Javier Aldana-Aschila fence permit	\$16.00
10-10-4320	3/31/2017	5169	Jason T. Elledge fence permit	\$21.50
42-10-5589	3/31/2017	5170	Crete Legion Baseball donation (field mat)	\$500.00
42-10-5589	3/31/2017	5171	Crete Diamonds Softball Assn donation (field)	\$500.00

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Receipts Description</u>	<u>Credit</u>
44-10-4370	3/31/2017	5172	BVCA Community Center rent	\$100.00
40-10-4340	3/31/2017	5173	CPL (Literary Guild) donations	\$30.00
40-10-4340	3/31/2017	5174	Friends of CPL donations	\$838.07
41-10-5541	3/31/2017	5175	Quill refund	\$74.70
31-10-4811	3/31/2017	5176	Saline County ambulance serv contract	\$6,000.00
42-22-4993	3/31/2017	985922	Nichols soccer	\$25.00
10-60-4259	3/31/2017	989418	Kovar animal license	\$1.25
10-60-4261	3/31/2017	989418	Kovar animal license	\$20.00
10-60-4258	3/31/2017	989418	Kovar animal license	\$32.02
10-60-4260	3/31/2017	989418	Kovar animal license	\$45.00
31-21-4045	3/31/2017	autodep	TMCRDchecks	\$271.32
10-10-4042	3/31/2017	autodep	State equalization	\$73,709.71
			TOTAL	<u>\$553,389.80</u>

Accounts Payable Detail Listing

CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>					<u>Debit</u>	<u>Credit</u>
103035	4/4/2017	4/4/2017	100.84	SALE015485				110	ALL ROAD BARRICADES, INC	Ck# 83251 Printed
	42-10-5332			BLDG & GROUNDS MAINT					100.84	0.00
103002	4/4/2017	4/4/2017	875.00	003908-198352					ALMQUIST MALTZAHN GALLO	Ck# 83252 Printed
	10-10-9820			AUDIT EXP					875.00	0.00
103015	4/4/2017	4/4/2017	1,096.00	00007860					AQUA-CHEM INC	Ck# 27736 Printed
	23-10-7031			SLUDGE PROCESS					1,096.00	0.00
103060	4/4/2017	4/4/2017	25.00						ERIKA ARP	Ck# 83254 Printed
	42-22-5901			REFUND					25.00	0.00
103089	4/4/2017	4/4/2017	193.14	2032735052					BAKER & TAYLOR	Ck# 83255 Printed
	40-10-5692			BOOKS, MAG					193.14	0.00
103090	4/4/2017	4/4/2017	164.16	2032747426					BAKER & TAYLOR	Ck# 83255 Printed
	40-10-5692			BOOKS, MAG					164.16	0.00
103112	4/4/2017	4/4/2017	486.52						BAKER & TAYLOR	Ck# 83255 Printed
	40-10-5692			BOOKS, MAG (FRIENDS)					486.52	0.00
103017	4/4/2017	4/4/2017	86.27	C1 492132					BEATRICE CONCRETE CO.	Ck# 83256 Printed
	24-10-5980			ASPHALT, CEMENT, GRAVEL					86.27	0.00
103020	4/4/2017	4/4/2017	9.05	1B 5525					BEATRICE CONCRETE CO.	Ck# 27737 Printed
	22-10-1700			DIST SYST/REMEDI/REBUILD					9.05	0.00
103025	4/4/2017	4/4/2017	43.42	1B 6975					BEATRICE CONCRETE CO.	Ck# 27737 Printed
	23-10-8022			FILL SAND					43.42	0.00
103052	4/3/2017	4/3/2017	150.00	1B 7040					BEATRICE CONCRETE CO.	Ck# 83256 Printed
	24-10-5771			OTHER EQUIP REPAIR/PARTS					150.00	0.00
103053	4/3/2017	4/3/2017	82.80	1B 7038					BEATRICE CONCRETE CO.	Ck# 83256 Printed
	24-10-5980			REBAR					82.80	0.00
103120	4/4/2017	4/4/2017	873.65	C1 492319					BEATRICE CONCRETE CO.	Ck# 83256 Printed
	24-10-5980			ASPHALT, CEMENT, ROCK					873.65	0.00
103121	4/4/2017	4/4/2017	99.00	1B 7044					BEATRICE CONCRETE CO.	Ck# 83256 Printed
	24-10-5980			REBAR					99.00	0.00
103123	4/4/2017	4/4/2017	761.94	1B 7078					BEATRICE CONCRETE CO.	Ck# 27737 Printed
	23-10-8022			FILL SAND					761.94	0.00
103037	4/4/2017	4/4/2017	23.50					BX 6001	BLACK HILLS ENERGY	Ck# 27738 Printed
	23-10-7530			UTIL - MAIN GEN					23.50	0.00
103058	4/3/2017	4/3/2017	56.10					BX 6001	BLACK HILLS ENERGY	Ck# 83257 Printed
	16-10-5210			UTIL - CITY HALL					56.10	0.00
103059	4/3/2017	4/3/2017	142.65					BX 6001	BLACK HILLS ENERGY	Ck# 27738 Printed
	23-10-7530			UTIL - LIFT STAT					142.65	0.00
103096	4/4/2017	4/4/2017	95.03					BX 6001	BLACK HILLS ENERGY	Ck# 83257 Printed
	41-10-5210			UTIL LIBR					95.03	0.00
103097	4/4/2017	4/4/2017	49.40					BX 6001	BLACK HILLS ENERGY	Ck# 83257 Printed
	31-10-5210			UTIL FIRE STAT					49.40	0.00
103061	4/4/2017	4/4/2017	25.00						BRENT CAIN	Ck# 83258 Printed
	42-22-5901			REFUND					25.00	0.00
103008	4/4/2017	4/4/2017	31.20	60307128					CENGAGE LEARNING INC	Ck# 83259 Printed
	41-10-5691			LP BK					31.20	0.00
103019	4/4/2017	4/4/2017	38.24	1458420					CENTER POINT LARGE PRINT	Ck# 83260 Printed
	41-10-5691			LP BOOKS					38.24	0.00
102953	3/30/2017	3/30/2017	6.16						757 CENTRAL UNITED LIFE INSUR.	Ck# 83246 Printed
	10-40-3460			CC - CENTRAL					6.16	0.00
102951	3/30/2017	3/30/2017	84.75						FUNDS CITY DEPARTMENTS	Posted
	24-10-5110			VEHICLE USE					6.75	0.00

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	42-10-5010			VEHICLE USE					32.54	0.00
	42-22-5110			VEHICLE USE					30.15	0.00
	43-22-5110			VEHICLE USE					15.31	0.00
									<u>84.75</u>	<u>0</u>
102973	3/30/2017	3/30/2017	29.25					FUNDS CITY DEPARTMENTS		Posted
	21-10-9520			VEHICLE USE					18.28	0.00
	22-10-9520			VEHICLE USE					5.54	0.00
	23-10-9520			VEHICLE USE					5.43	0.00
									<u>29.25</u>	<u>0</u>
102962	3/30/2017	3/30/2017	410.37					CITY OF CRETE		CAFETERIACK# 83242 Printed
	10-10-3456			CAFE MEDICAL - RCI					120.93	0.00
	10-40-3456			CAFE MEDICAL - RCI					50.00	0.00
	24-10-3456			CAFE MEDICAL - RCI					25.00	0.00
	42-22-3456			CAFE MEDICAL - RCI					15.50	0.00
	43-22-3456			CAFE MEDICAL - RCI					6.64	0.00
	10-40-3456			CAFE CC					192.30	0.00
									<u>410.37</u>	<u>0</u>
102974	3/30/2017	3/30/2017	198.07					CITY OF CRETE		CAFETERIACK# 27728 Printed
	21-10-3456			CAFE MEDICAL - RCI					2.95	0.00
	22-10-3456			CAFE MEDICAL - RCI					180.73	0.00
	23-10-3456			CAFE MEDICAL - RCI					14.39	0.00
									<u>198.07</u>	<u>0</u>
102958	3/30/2017	3/30/2017	15,303.36					CITY OF CRETE HEALTH FUNI		CK# 83243 Printed
	10-10-3455			CH -BCBS					2,569.12	0.00
	10-40-3455			CH -BCBS					6,088.54	0.00
	10-60-3455			CH -BCBS					177.67	0.00
	24-10-3455			CH -BCBS					3,271.87	0.00
	31-10-3455			CH -BCBS					43.40	0.00
	37-10-3455			CH -BCBS					283.69	0.00
	39-10-3455			CH -BCBS					104.31	0.00
	41-10-3455			CH -BCBS					354.07	0.00
	42-10-3455			CH -BCBS					1,574.13	0.00
	42-22-3455			CH -BCBS					567.99	0.00
	43-22-3455			CH -BCBS					268.57	0.00
									<u>15303.36</u>	<u>0</u>
102959	3/30/2017	3/30/2017	1,106.42					CITY OF CRETE HEALTH FUNI		CK# 83243 Printed
	10-40-3455			RH - BCBS					1,106.42	0.00
102960	3/30/2017	3/30/2017	8.50					CITY OF CRETE HEALTH FUNI		CK# 83243 Printed
	10-40-3445			RD - PRINCIPAL					8.50	0.00
102961	3/30/2017	3/30/2017	98.73					CITY OF CRETE HEALTH FUNI		CK# 83243 Printed
	10-10-3455			CD - PRINCIPAL					19.57	0.00
	10-40-3445			CD - PRINCIPAL					43.99	0.00
	24-10-3455			CD - PRINCIPAL					21.92	0.00
	31-10-3455			CD - PRINCIPAL					0.58	0.00
	37-10-3455			CD - PRINCIPAL					0.61	0.00
	39-10-3455			CD - PRINCIPAL					0.18	0.00
	41-10-3455			CD - PRINCIPAL					0.61	0.00
	42-10-3455			CD - PRINCIPAL					4.33	0.00

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	42-22-3455				CD - PRINCIPAL				4.69	0.00
	43-22-3455				CD - PRINCIPAL				2.25	0.00
									<u>98.73</u>	<u>0</u>
102975	3/30/2017	3/30/2017	9,476.26							
	21-10-3455				CH - BCBS				2,650.20	0.00
	22-10-3455				CH - BCBS				4,137.18	0.00
	23-10-3455				CH - BCBS				<u>2,688.88</u>	<u>0.00</u>
									9476.26	0
102976	3/30/2017	3/30/2017	354.07							
	21-10-3455				RH - BCBS				354.07	0.00
102977	3/30/2017	3/30/2017	0.61							
	21-10-3445				RD - PRINCIPAL				0.61	0.00
102978	3/30/2017	3/30/2017	54.65							
	21-10-3455				CD - PRINCIPAL				21.27	0.00
	22-10-3455				CD - PRINCIPAL				21.22	0.00
	23-10-3455				CD - PRINCIPAL				<u>12.16</u>	<u>0.00</u>
									54.65	0
103105	4/4/2017	4/4/2017	140.00					1081	DAVID COFFEY	Ck# 83261 Printed
	10-40-5329				GEN MAINT/REPAIR				140.00	0.00
103106	4/4/2017	4/4/2017	160.00					1081	DAVID COFFEY	Ck# 83261 Printed
	16-10-5750				CONTRACT SERV				160.00	0.00
103107	4/4/2017	4/4/2017	284.00					1081	DAVID COFFEY	Ck# 83261 Printed
	41-10-5750				CONTRACT SERV				284.00	0.00
103062	4/4/2017	4/4/2017	1,210.00							
	21-10-3450				PAYPORT MARCH				1,210.00	0.00
102992	3/29/2017	3/29/2017	82.68	A485214				31FD	CRETE ACE HARDWARE (FD)	Ck# 83244 Printed
	34-10-5321				LAND, STRUCTURES				82.68	0.00
103000	4/3/2017	4/4/2017	85.12	513664						
	23-10-8022				MAINT SEWER MAINS				85.12	0.00
103038	4/4/2017	4/4/2017	13.58	513918						
	23-10-8022				SEWER MAINT				13.58	0.00
103039	4/4/2017	4/4/2017	13.74	513916						
	23-10-8022				SEWER MAINT				13.74	0.00
103040	4/4/2017	4/4/2017	6.79	513901						
	23-10-8022				SEWER MAINT				6.79	0.00
103114	4/4/2017	4/4/2017	4.58	513912						
	23-10-8022				SEWER MAINT				4.58	0.00
103124	4/4/2017	4/4/2017	6.79	513883						
	23-10-8022				SEWER MAINT				6.79	0.00
103129	4/4/2017	4/4/2017	909.40							
	10-20-5901				REFUND				909.40	0.00
102993	3/31/2017	3/31/2017	749.32	3-2017		3/31/2017		330	CRETE POSTMASTER	Ck# 27731 Printed
	21-10-9650				POSTAGE				749.32	0.00
103108	4/4/2017	4/4/2017	169.23					236	CRETE VOLUNTEER FIRE DEPCk# 83263 Printed	
	31-10-5210				BLDG & GROUNDS MAINT				169.23	0.00
103110	4/4/2017	4/4/2017	10.00					72	CULLIGAN WATER SERVICE	Ck# 83264 Printed
	41-10-5210				UTIL				10.00	0.00
102998	4/3/2017	4/4/2017	1,804.40	550294552				592	DIAMOND VOGEL PAINT CENTCk# 83265 Printed	
	24-10-6010				PAINT				1,804.40	0.00

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103116	4/4/2017	4/4/2017	337.58	S91996-1				680 DUTTON LAINSON COMPANY	Ck# 27741	Printed
	21-10-8460				VEHICLE EXP				337.58	0.00
103054	4/3/2017	4/3/2017	73.98	7215750-0				EAKES OFFICE SOLUTIONS	Ck# 83266	Printed
	42-22-5530				OFFICE SUPPLIES				36.99	0.00
	31-10-5532				OFFICE SUPPLIES				36.99	0.00
									<u>73.98</u>	<u>0</u>
103086	4/4/2017	4/4/2017	309.95	7206891-0				EAKES OFFICE SOLUTIONS	Ck# 83266	Printed
	10-10-5530				OFFICE SUPPLIES				309.95	0.00
103087	4/4/2017	4/4/2017	284.95	7206888-0				EAKES OFFICE SOLUTIONS	Ck# 83266	Printed
	10-10-5530				OFFICE SUPPLIES				284.95	0.00
102963	3/30/2017	3/30/2017	8,612.74					EFTPS		ACH 20102357
	10-10-3435				SOC SEC				902.56	0.00
	10-20-3435				SOC SEC				457.76	0.00
	10-40-3435				SOC SEC				3,769.66	0.00
	10-60-3435				SOC SEC				88.36	0.00
	16-10-3435				SOC SEC				17.18	0.00
	24-10-3435				SOC SEC				1,469.94	0.00
	31-10-3435				SOC SEC				66.72	0.00
	37-10-3435				SOC SEC				216.02	0.00
	39-10-3435				SOC SEC				53.14	0.00
	41-10-3435				SOC SEC				821.50	0.00
	42-10-3435				SOC SEC				491.40	0.00
	42-22-3435				SOC SEC				150.22	0.00
	43-22-3435				SOC SEC				91.08	0.00
	44-10-3435				SOC SEC				17.20	0.00
									<u>8612.74</u>	<u>0</u>
102964	3/30/2017	3/30/2017	2,014.16					EFTPS		ACH 20102358
	10-10-3435				MEDICARE				210.96	0.00
	10-20-3435				MEDICARE				107.04	0.00
	10-40-3435				MEDICARE				881.58	0.00
	10-60-3435				MEDICARE				20.66	0.00
	16-10-3435				MEDICARE				4.02	0.00
	24-10-3435				MEDICARE				343.82	0.00
	31-10-3435				MEDICARE				15.62	0.00
	37-10-3435				MEDICARE				50.52	0.00
	39-10-3435				MEDICARE				12.42	0.00
	41-10-3435				MEDICARE				192.10	0.00
	42-10-3435				MEDICARE				114.96	0.00
	42-22-3435				MEDICARE				35.12	0.00
	43-22-3435				MEDICARE				21.32	0.00
	44-10-3435				MEDICARE				4.02	0.00
									<u>2014.16</u>	<u>0</u>
102965	3/30/2017	3/30/2017	6,956.41					EFTPS		ACH 20102359
	10-10-3425				FED MARRIED				445.24	0.00
	10-20-3425				FED MARRIED				122.74	0.00
	10-40-3425				FED MARRIED				1,319.95	0.00
	24-10-3425				FED MARRIED				716.08	0.00
	31-10-3425				FED MARRIED				38.42	0.00
	37-10-3425				FED MARRIED				133.72	0.00

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	39-10-3425				FED MARRIED				36.13	0.00
	41-10-3425				FED MARRIED				550.90	0.00
	42-10-3425				FED MARRIED				184.76	0.00
	42-22-3425				FED MARRIED				105.36	0.00
	43-22-3425				FED MARRIED				59.82	0.00
	10-10-3425				FED SINGLE				115.27	0.00
	10-20-3425				FED SINGLE				73.69	0.00
	10-40-3425				FED SINGLE				2,133.03	0.00
	10-60-3425				FED SINGLE				76.04	0.00
	24-10-3425				FED SINGLE				582.86	0.00
	41-10-3425				FED SINGLE				45.91	0.00
	42-10-3425				FED SINGLE				216.49	0.00
									<u>6956.41</u>	<u>0</u>
102979	3/30/2017	3/30/2017	5,658.02					EFTPS		Posted
	21-10-3435				SOC SEC				2,437.68	0.00
	22-10-3435				SOC SEC				1,850.38	0.00
	23-10-3435				SOC SEC				1,369.96	0.00
									<u>5658.02</u>	<u>0</u>
102980	3/30/2017	3/30/2017	1,323.32					EFTPS		ACH 1468
	21-10-3435				MEDICARE				570.06	0.00
	22-10-3435				MEDICARE				432.82	0.00
	23-10-3435				MEDICARE				320.44	0.00
									<u>1323.32</u>	<u>0</u>
102981	3/30/2017	3/30/2017	5,165.04					EFTPS		ACH 1469
	21-10-3425				FED MARRIED				1,353.94	0.00
	22-10-3425				FED MARRIED				928.74	0.00
	23-10-3425				FED MARRIED				441.83	0.00
	21-10-3425				FED SINGLE				868.11	0.00
	22-10-3425				FED SINGLE				800.70	0.00
	23-10-3425				FED SINGLE				771.72	0.00
									<u>5165.04</u>	<u>0</u>
103100	4/4/2017	4/4/2017	36.00	61002				ENVIRO-TECH PEST SERVICE	36.00	Ck# 83267 Printed
	31-10-5330				BLDG & GROUNDS				36.00	0.00
103077	4/4/2017	4/4/2017	197.00	684 W54317				DOR FARMERS CO-OPERATIVE	197.00	Ck# 83268 Printed
	10-40-5791				VEHICLE/EQUIP REPAIRS				197.00	0.00
102952	3/30/2017	3/30/2017	407.93					611 FIRST NEBRASKA EDUCATOR	32.00	ACH 20102360
	10-10-3415				CREDIT UNION				251.93	0.00
	10-40-3415				CREDIT UNION				59.56	0.00
	24-10-3415				CREDIT UNION				50.00	0.00
	41-10-3415				CREDIT UNION				14.44	0.00
	42-10-3415				CREDIT UNION				<u>407.93</u>	<u>0</u>
102982	3/30/2017	3/30/2017	582.07					611 FIRST NEBRASKA EDUCATOR	359.86	ACH 1470
	21-10-3415				CREDIT UNION				170.02	0.00
	22-10-3415				CREDIT UNION				52.19	0.00
	23-10-3415				CREDIT UNION				<u>582.07</u>	<u>0</u>
103119	4/4/2017	4/4/2017	5,672.28	16357				FRANSYL EQUIPMENT CO. INC		Ck# 27742 Printed

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	21-10-8460				VEHICLE REPAIR				5,672.28	0.00
103016	4/4/2017	4/4/2017	524.00	36396				86	GILMORE & ASSOCIATES INC	Ck# 83269 Printed
	24-10-5380				PROF SERV				524.00	0.00
102996	4/3/2017	4/4/2017	149.41						DIANE GORANSON	Ck# 83270 Printed
	10-10-5470				MTG & TRNG				149.41	0.00
103010	4/4/2017	4/4/2017	275.35	37319					HEARTLAND NATURAL GAS	Ck# 27743 Printed
	23-10-7530				UTIL LIFT STAT				275.35	0.00
103011	4/4/2017	4/4/2017	0.83	37325					HEARTLAND NATURAL GAS	Ck# 27743 Printed
	23-10-7530				UTIL - MAIN GEN				0.83	0.00
103012	4/4/2017	4/4/2017	75.92	37321					HEARTLAND NATURAL GAS	Ck# 83271 Printed
	16-10-5210				UTIL - CITY HALL				75.92	0.00
103094	4/4/2017	4/4/2017	165.62	37320					HEARTLAND NATURAL GAS	Ck# 83271 Printed
	41-10-5210				UTIL - LIBR				165.62	0.00
103099	4/4/2017	4/4/2017	60.49	37326					HEARTLAND NATURAL GAS	Ck# 83271 Printed
	31-10-5210				UTIL FIRE STAT				60.49	0.00
103079	4/4/2017	4/4/2017	21.20	E15046					HEATH SPORTS	Ck# 83272 Printed
	61-10-6477				POLICE GEN EQUIP				21.20	0.00
103075	4/4/2017	4/4/2017	2.50					1157	STEVE HENSEL	Ck# 83273 Printed
	10-40-5470				MTG & TRNG				2.50	0.00
103130	4/4/2017	4/4/2017	102.17						DAN HEUSINKVELT	Ck# 83274 Printed
	10-20-5901				REFUND				102.17	0.00
103014	4/4/2017	4/4/2017	89.10	418829-00					HUSKER ELECTRIC SUPPLY	Cck# 83275 Printed
	24-10-5330				BLDG & GROUNDS MAINT				89.10	0.00
103113	4/4/2017	4/4/2017	463.32	417861-00					HUSKER ELECTRIC SUPPLY	Cck# 83275 Printed
	42-10-5332				BDLG & GROUNDS MAINT				463.32	0.00
103115	4/4/2017	4/4/2017	1,230.67	418697-00					HUSKER ELECTRIC SUPPLY	Cck# 27744 Printed
	22-10-1220				PROD FACILITIES PUMP EQUIP				1,230.67	0.00
102946	3/22/2017	3/22/2017	3,305.00	2016			3/22/2017		INTERNAL REVENUE SERVICE	Cck# 83240 Printed
	10-10-5970				REFUND				3,305.00	0.00
103092	4/4/2017	4/4/2017	238.41	86574				117	JAY'S OIL CO.	Ck# 27745 Printed
	22-10-8460				TIRES				238.41	0.00
103036	4/4/2017	4/4/2017	1,658.00	94869					JEO CONSULTING GROUP, INC	Ck# 27746 Printed
	22-10-9840				ENG REPORT				1,658.00	0.00
103044	4/3/2017	4/3/2017	750.00	95028					JEO CONSULTING GROUP, INC	Ck# 83276 Printed
	10-10-5480				PLANNING COMM				750.00	0.00
103045	4/3/2017	4/3/2017	1,882.00	94954					JEO CONSULTING GROUP, INC	Ck# 27746 Printed
	21-10-9840				ENG ARCH ABSTRACT				1,882.00	0.00
103118	4/4/2017	4/4/2017	3,000.00	1074					JK ENERGY CONSULTING, LLC	Ck# 27747 Printed
	21-10-9840				2017 RATE REVIEW				3,000.00	0.00
103091	4/4/2017	4/4/2017	50.07						MIKE KALKWARF	Ck# 27748 Printed
	21-10-9890				MTG & TRNG				50.07	0.00
103021	4/4/2017	4/4/2017	191.66	10794					LEAGUE ASSOC OF RISK MAN	Ck# 83277 Printed
	10-10-5170				WC INS				290.54	0.00
	10-20-5170				WC INS				143.73	0.00
	10-60-5170				WC INS				37.72	0.00
	10-40-5180				WC INS				121.14	0.00
	24-10-5170				WC INS				0.00	313.01
	31-10-5170				WC INS				0.00	732.52
	31-21-5170				WC INS				274.48	0.00
	37-10-5170				WC INS				102.33	0.00

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	39-10-5170				WC INS				0.00	52.22
	41-10-5170				WC INS				318.23	0.00
	42-10-5170				WC INS				56.24	0.00
	42-22-5170				WC INS				37.72	0.00
	43-22-5170				WC INS				0.00	92.72
									<u>1382.13</u>	<u>1190.47</u>
103022	4/4/2017	4/4/2017	270.13	10794						
	21-10-9720				WC INS				265.36	0.00
	22-10-9720				WC INS				5.64	0.00
	23-10-9720				WC INS				0.00	0.87
									<u>271</u>	<u>0.87</u>
103004	4/4/2017	4/4/2017	176.25							
	10-10-5390				PRINTING & PUB				176.25	0.00
103029	4/4/2017	4/4/2017	2,143.81	047876 00						
	23-10-8022				SEWER MAINT				2,143.81	0.00
103030	4/4/2017	4/4/2017	191.27	047876 01						
	23-10-8022				SEWER MAINT				191.27	0.00
103031	4/4/2017	4/4/2017	818.85	047875 00						
	22-10-1700				DIST SYST/REMEDI/REBUILD				818.85	0.00
103032	4/4/2017	4/4/2017	349.80	047875 02						
	22-10-1700				DIST SYST/REMEDI/REBUILD				349.80	0.00
103033	4/4/2017	4/4/2017	127.20	047875 01						
	22-10-1700				DIST SYST/REMEDI/REBUILD				127.20	0.00
103050	4/3/2017	4/3/2017	21.51	047919 00						
	23-10-8022				SEWER MAINT				21.51	0.00
103122	4/4/2017	4/4/2017	114.65	048011 00						
	23-10-8022				SEWER MAINT				114.65	0.00
103101	4/4/2017	4/4/2017	187.20	H6462862						
	10-10-5531				POSTAGE				109.20	0.00
	24-10-5531				POSTAGE				15.60	0.00
	41-10-6030				POSTAGE				15.60	0.00
	42-22-5531				POSTAGE				46.80	0.00
									<u>187.2</u>	<u>0</u>
103102	4/4/2017	4/4/2017	124.80	H6462862						
	21-10-9650				POSTAGE				62.40	0.00
	22-10-9650				POSTAGE				31.20	0.00
	23-10-9650				POSTAGE				31.20	0.00
									<u>124.8</u>	<u>0</u>
103001	4/4/2017	4/4/2017	191.21	72341						
	42-10-5332				BLDG & GROUNDS MAINT				191.21	0.00
103057	4/3/2017	4/3/2017	915.58	5609286						
	23-10-7282				LAB				915.58	0.00
103026	4/4/2017	4/4/2017	3,640.17	0651748-IN						
	22-10-1700				DIST SYST/REMEDI/REBUILD				3,402.02	0.00
	22-10-1700				TAX ADDED				238.15	0.00
									<u>3640.17</u>	<u>0</u>
102969	3/30/2017	3/30/2017	58.38							
	10-60-3445				REG LIFE - MO				1.29	0.00

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102983	3/30/2017	3/30/2017	208.69		REG LIFE - MO				57.09	0.00
	24-10-3445							MUTUAL OF OMAHA		Ck# 27734 Printed
	21-10-3445				REG LIFE - MO				85.86	0.00
	22-10-3445				REG LIFE - MO				98.66	0.00
	23-10-3445				REG LIFE - MO				24.17	0.00
									<u>208.69</u>	<u>0</u>
103069	4/3/2017	4/3/2017	248.60		MO END LIFE			MUTUAL OF OMAHA		Ck# 83248 Printed
	10-10-5160				MO END LIFE				27.00	0.00
	10-40-5160				MO END LIFE				63.10	0.00
	24-10-5160				MO END LIFE				18.00	0.00
	31-10-5160				MO END LIFE				118.00	0.00
	41-10-5160				MO END LIFE				10.50	0.00
	42-10-5160				MO END LIFE				6.00	0.00
	42-22-5160				MO END LIFE				6.00	0.00
									<u>248.6</u>	<u>0</u>
103070	4/3/2017	4/3/2017	54.00		MO END LIFE			MUTUAL OF OMAHA		Ck# 27734 Printed
	21-10-9620				MO END LIFE				18.00	0.00
	22-10-9620				MO END LIFE				18.00	0.00
	23-10-9620				MO END LIFE				18.00	0.00
									<u>54</u>	<u>0</u>
103041	4/4/2017	4/4/2017	22.11	948334	PP SHOP SUPPLIES			176 NAPA AUTO PARTS		Ck# 27754 Printed
	21-10-7080								22.11	0.00
103042	4/4/2017	4/4/2017	87.18	948333	FUEL FILTERS			176 NAPA AUTO PARTS		Ck# 27754 Printed
	21-10-8460								87.18	0.00
103043	4/4/2017	4/4/2017	71.96	948479	EQUIP REPAIRS/PARTS			176 NAPA AUTO PARTS		Ck# 83281 Printed
	24-10-5771								71.96	0.00
103109	4/4/2017	4/4/2017	89.85	948311	FLOOR DRY			176 NAPA AUTO PARTS		Ck# 83281 Printed
	31-10-6020								89.85	0.00
103125	4/4/2017	4/4/2017	26.60	947549	MAINT OF EQUIP MAT			176 NAPA AUTO PARTS		Ck# 27754 Printed
	21-10-8100								26.60	0.00
103126	4/4/2017	4/4/2017	47.88	948306	OIL			176 NAPA AUTO PARTS		Ck# 83281 Printed
	37-10-5791								47.88	0.00
103127	4/4/2017	4/4/2017	21.49	947267	HANDLE			176 NAPA AUTO PARTS		Ck# 83281 Printed
	37-10-5791								21.49	0.00
102957	3/30/2017	3/30/2017	2,399.84		ST MARRIED			ITHHOLD NE DEPT OF REVENUE		ACH 20102361
	10-10-3430				ST MARRIED				177.89	0.00
	10-20-3430				ST MARRIED				41.12	0.00
	10-40-3430				ST MARRIED				495.39	0.00
	24-10-3430				ST MARRIED				250.26	0.00
	31-10-3430				ST MARRIED				13.83	0.00
	37-10-3430				ST MARRIED				48.53	0.00
	39-10-3430				ST MARRIED				11.10	0.00
	41-10-3430				ST MARRIED				195.17	0.00
	42-10-3430				ST MARRIED				60.52	0.00
	42-22-3430				ST MARRIED				36.28	0.00
	43-22-3430				ST MARRIED				20.54	0.00
	10-10-3430				ST SINGLE				35.38	0.00
	10-20-3430				ST SINGLE				22.30	0.00
	10-40-3430				ST SINGLE				704.90	0.00

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	10-60-3430			ST SINGLE					24.21	0.00
	16-10-3430			ST SINGLE					0.13	0.00
	24-10-3430			ST SINGLE					181.38	0.00
	41-10-3430			ST SINGLE					11.26	0.00
	42-10-3430			ST SINGLE					69.51	0.00
	44-10-3430			ST SINGLE					0.14	0.00
									2399.84	0
102985	3/30/2017	3/30/2017	1,783.09							
	21-10-3430			ST MARRIED				ITHHOLD NE DEPT OF REVENUE	513.14	0.00
	22-10-3430			ST MARRIED					328.25	0.00
	23-10-3430			ST MARRIED					170.36	0.00
	21-10-3430			ST SINGLE					269.99	0.00
	22-10-3430			ST SINGLE					253.97	0.00
	23-10-3430			ST SINGLE					247.38	0.00
									1783.09	0
103088	4/4/2017	4/4/2017	105.00							
	24-10-5470			MTG & TRNG				NE MOSQUITO & VECTOR COICk# 83282 Printed	105.00	0.00
103047	4/3/2017	4/3/2017	3,254.60	16860				LINCLN NE MUNICIPAL POWER POOL Ck# 27755 Printed	3,254.60	0.00
	21-10-9780			DUES & MEMBERSHIPS						
103024	4/4/2017	4/4/2017	1,000.00					NE RURAL WATER ASSOCIATICk# 27756 Printed	1,000.00	0.00
	22-10-9760			MTG & TRNG						
103018	4/4/2017	4/4/2017	57.35	P01028				NE ENVIRONMENTAL PRODUCCk# 83283 Printed	57.35	0.00
	24-10-5917			ELGIN SWEEPER PARTS						
103034	4/4/2017	4/4/2017	131.10	P01057				NE ENVIRONMENTAL PRODUCCk# 83283 Printed	131.10	0.00
	24-10-5917			SWEEPER PARTS						
103023	4/4/2017	4/4/2017	89.15					NEBRASKA.GOV Ck# 27757 Printed	89.15	0.00
	21-10-9915			EQUIP						
103013	4/4/2017	4/4/2017	2,094.18	172587				NMC EXCHANGE LLC Ck# 83284 Printed	2,094.18	0.00
	24-10-5946			EQUIP REPAIR & PARTS						
103051	4/3/2017	4/3/2017	69.00	902354999				NORTHERN SAFETY CO., INC. Ck# 83285 Printed	69.00	0.00
	24-10-5970			SAFETY EYEWEAR						
103003	4/4/2017	4/4/2017	1,904.00	118856				ODEYS INC. Ck# 83286 Printed	1,904.00	0.00
	42-10-5589			FIELD MATERIALS						
103048	4/3/2017	4/3/2017	198.00	273743				OLSSON ASSOCIATES Ck# 27758 Printed	99.00	0.00
	21-10-1130			SCADA CONSULT					49.50	0.00
	22-10-1850			SCADA CONSULT					49.50	0.00
	23-10-1850			SCADA CONSULT					49.50	0.00
									198	0
103093	4/4/2017	4/4/2017	62.46	7030112				ONE CALL CONCEPTS INC Ck# 27759 Printed	31.23	0.00
	21-10-9580			LOCATE FEES						
	22-10-9580			LOCATE FEES					31.23	0.00
									62.46	0
102948	3/30/2017	3/30/2017	320.00					ACH PINNACLE BANK ACH 20102362	78.30	0.00
	10-20-3417			SAVINGS ACH					220.00	0.00
	10-40-3417			SAVINGS ACH					21.70	0.00
	31-10-3417			SAVINGS ACH					320	0
102986	3/30/2017	3/30/2017	700.00					ACH PINNACLE BANK ACH 1471		

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	23-10-3417				SAVINGS ACH				400.00	0.00
	21-10-3418				CHECKING ACH				300.00	0.00
									<u>700</u>	<u>0</u>
103081	4/4/2017	4/4/2017	35.48	1993581970						
	10-40-5531				POSTAGE				35.48	0.00
103083	4/4/2017	4/4/2017	282.29							
	10-40-5531				POSTAGE				282.29	0.00
102997	4/3/2017	4/4/2017	100.18	1760289						
	37-10-5791				EQUIP PARTS				100.18	0.00
103055	4/3/2017	4/3/2017	39.38	1764441						
	42-10-5791				EQUIP REPAIR				39.38	0.00
103080	4/4/2017	4/4/2017	60.00	7455						
	10-40-5329				GEN MAINT & REPAIR				60.00	0.00
103007	4/4/2017	4/4/2017	32.99	17781						
	41-10-5530				OFFICE SUPPLIES				32.99	0.00
103027	4/4/2017	4/4/2017	2.09	17779						
	41-10-5530				OFFICE SUPPLIES				2.09	0.00
103028	4/4/2017	4/4/2017	14.99	17780						
	41-10-5530				MAGNETIC BOARD				14.99	0.00
103117	4/4/2017	4/4/2017	194.55	345639						
	21-10-9690				LIC FEE				194.55	0.00
103063	4/4/2017	4/4/2017	8,878.29							
	21-10-7090				FUEL OIL RECOVERY				54.58	0.00
	21-10-9670				GAS PUMPS				54.40	0.00
	22-10-7100				WATER (4)				7,096.69	0.00
	23-10-7530				SEWER				1,672.62	0.00
									<u>8878.29</u>	<u>0</u>
103064	4/4/2017	4/4/2017	10,903.78							
	10-10-5490				GENERAL (2)				101.50	0.00
	10-40-5215				GENERAL (POLICE 1)				812.20	0.00
	10-40-5610				GENERAL (POLICE 8)				29.00	0.00
	16-10-5210				CITY HALL				1,090.91	0.00
	24-10-5210				ST & GRADE				5,162.75	0.00
	24-10-5890				ST & GRADE				157.72	0.00
	31-10-5210				FIRE MAINT				2,054.67	0.00
	37-10-5210				CEMETERY				51.88	0.00
	39-10-5210				SAN LANDFILL				29.00	0.00
	41-10-5210				LIBRARY				285.02	0.00
	42-10-5210				PARK & REC				1,129.13	0.00
									<u>10903.78</u>	<u>0</u>
103067	4/4/2017	4/4/2017	67.43							
	21-10-7060				ELECTRIC				67.43	0.00
103068	4/4/2017	4/4/2017	382.40							
	10-40-5215				POLICE				47.30	0.00
	16-10-5210				CITY HALL				116.59	0.00
	24-10-5210				ST & GRADE				35.03	0.00
	31-10-5210				FIRE MAINT				38.54	0.00
	41-10-5210				LIBRARY				38.54	0.00
	42-10-5210				PARK & REC				106.40	0.00

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	21-10-9670			MISC OP					106.00	0.00
	21-10-9670			MISC OP					30.76	0.00
	22-10-9670			MISC OP					30.76	0.00
									<u>405.34</u>	<u>0</u>
103005	4/4/2017	4/4/2017	623.40						TOTALFUNDS BY HASLER Ck# 83301 Printed	
	10-10-5531			POSTAGE					363.65	0.00
	24-10-5531			POSTAGE					51.95	0.00
	41-10-6030			POSTAGE					51.95	0.00
	42-22-5531			POSTAGE					155.85	0.00
									<u>623.4</u>	<u>0</u>
103006	4/4/2017	4/4/2017	415.60						TOTALFUNDS BY HASLER Ck# 27766 Printed	
	21-10-9650			POSTAGE					207.80	0.00
	22-10-9650			POSTAGE					103.90	0.00
	23-10-9650			POSTAGE					103.90	0.00
									<u>415.6</u>	<u>0</u>
102947	3/22/2017	3/22/2017	94,080.00	JE7449	3/9/2017	CC 7/19/16			TRUCK CENTER COMPANIES Ck# 83241 Printed	
	61-10-6435								94,080.00	0.00
103071	4/4/2017	4/4/2017	330.90						CLERK U.S. BANK Ck# 83302 Printed	
	10-10-5970			MISC OP					0.95	0.00
	10-10-5390			PRINTING, PUB					260.00	0.00
	10-10-5970			MISC OP					19.95	0.00
	42-10-5470			MTG & TRNG					50.00	0.00
									<u>330.9</u>	<u>0</u>
103073	4/4/2017	4/4/2017	42.33						TOM U.S. BANK Ck# 83303 Printed	
	31-10-5970			PROJECTOR LAMP					42.33	0.00
103074	4/4/2017	4/4/2017	371.65						TOM U.S. BANK Ck# 27767 Printed	
	21-10-8460			TRUCK PARTS					371.65	0.00
103111	4/4/2017	4/4/2017	552.80						LISA U.S. BANK Ck# 83304 Printed	
	41-10-5691			BOOKS, MAG					268.06	0.00
	41-10-5400			DUES & MEMBERSHIPS					220.00	0.00
	40-10-5692			DONATIONS					64.74	0.00
									<u>552.8</u>	<u>0</u>
102954	3/30/2017	3/30/2017	8,617.46						UNION BANK & TRUST CO ACH 20102363	
	10-10-3470			PENSION 7%					925.72	0.00
	10-40-3470			PENSION 7%					210.52	0.00
	10-60-3470			PENSION 7%					98.34	0.00
	24-10-3470			PENSION 7%					1,440.36	0.00
	31-10-3470			PENSION 7%					31.18	0.00
	37-10-3470			PENSION 7%					246.28	0.00
	39-10-3470			PENSION 7%					60.74	0.00
	41-10-3470			PENSION 7%					661.72	0.00
	42-10-3470			PENSION 7%					535.16	0.00
	42-22-3470			PENSION 7%					186.96	0.00
	43-22-3470			PENSION 7%					88.26	0.00
	10-40-3470			PD PENSION 7%					4,132.22	0.00
									<u>8617.46</u>	<u>0</u>
102955	3/30/2017	3/30/2017	406.73						UNION BANK & TRUST CO ACH 20102363	
	10-10-3471			DEF COMP 457					260.00	0.00

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>					<u>Debit</u>	<u>Credit</u>
	10-40-3471			DEF COMP 457					70.00	0.00
	39-10-3471			DEF COMP 457					8.84	0.00
	42-10-3471			DEF COMP 457					21.16	0.00
	24-10-3471			DEF COMP 457 %					46.73	0.00
									<u>406.73</u>	<u>0</u>
102956	3/30/2017	3/30/2017	1,668.17						UNION BANK & TRUST CO	ACH 20102363
	10-10-3456			CM - HSA					213.94	0.00
	10-40-3456			CM - HSA					1,104.11	0.00
	24-10-3456			CM - HSA					191.67	0.00
	37-10-3456			CM - HSA					66.15	0.00
	42-10-3456			CM - HSA					92.30	0.00
									<u>1668.17</u>	<u>0</u>
102989	3/30/2017	3/30/2017	6,300.28						UNION BANK & TRUST CO	ACH 1472
	21-10-3470			PENSION 7%					2,699.28	0.00
	22-10-3470			PENSION 7%					2,067.40	0.00
	23-10-3470			PENSION 7%					1,533.60	0.00
									<u>6300.28</u>	<u>0</u>
102990	3/30/2017	3/30/2017	50.00						UNION BANK & TRUST CO	ACH 1472
	21-10-3471			DEF COMP					50.00	0.00
102991	3/30/2017	3/30/2017	1,102.34						UNION BANK & TRUST CO	ACH 1472
	21-10-3456			CMA - HSA					331.62	0.00
	22-10-3456			CMA - HSA					286.17	0.00
	23-10-3456			CMA - HSA					484.55	0.00
									<u>1102.34</u>	<u>0</u>
103049	4/3/2017	4/3/2017	140.64	17194					WACKEL'S MACHINE SHOP	Ck# 83305 Printed
	24-10-5970			HAND RAILINGS					140.64	0.00
103056	4/3/2017	4/3/2017	136.43	17213					WACKEL'S MACHINE SHOP	Ck# 27768 Printed
	21-10-8100			MAINT OF EQUIP/MAT					127.50	0.00
	21-10-8100			TAX ADDED					8.93	0.00
									<u>136.43</u>	<u>0</u>
102999	4/3/2017	4/4/2017	51.93	0877376					532 WALKERS UNIFORM RENTAL	Ck# 27769 Printed
	23-10-9640			UNIFORMS					51.93	0.00
103009	4/4/2017	4/4/2017	51.93	0878598					532 WALKERS UNIFORM RENTAL	Ck# 27769 Printed
	23-10-9640			UNIFORMS					51.93	0.00
103046	4/3/2017	4/3/2017	51.93	0879795					532 WALKERS UNIFORM RENTAL	Ck# 27769 Printed
	23-10-9640			UNIFORMS					51.93	0.00
103082	4/4/2017	4/4/2017	448.24						E!!!!!!!!!!!!!! WINDSTREAM	Ck# 83306 Printed
	10-30-5220			UTIL CRETE 911					448.24	0.00
103098	4/4/2017	4/4/2017	50.00						STEPHANIE YOST	Ck# 83307 Printed
	31-10-5470			MTG & TRNG					50.00	0.00
103128	4/4/2017	4/4/2017	102.98						ARLENE ZAJICEK	Ck# 83308 Printed
	10-20-5901			REFUND					102.98	0.00

Accounts Payable Detail Listing

CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>						
			260,276.36							173 Non-voided payables listed.

Report Setup
AP - Accounts Payable Listing : Vendor Name
Filter Options
Starting: 3/22/2017
Ending: 4/4/2017
Banks: All
Payable Status: Posted, Printed, ACH, Recorded, Voided
All Vendors Selected