

**Crete City Council Regular Meeting
Tuesday, August 17, 2021 6:00 PM
Crete City Hall Council Chambers
243 E 13th Street
Crete, NE 68333**

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.
- Please stand for the Pledge of Allegiance.

2. Roll Call

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

3. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

A. Approve Meeting Minutes

1. June 15, 2021 Public Works Committee meeting
2. July 6, 2021 Public Works Committee meeting
3. August 3, 2021 City Council meeting
4. August 3, 2021 Finance Committee meeting
5. August 3, 2021 Legislative Development Committee meeting
6. August 3, 2021 Parks & Recreation Committee meeting
7. August 3, 2021 Public Works Committee meeting

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the City

D. Approve the corporate manager liquor application for Crete Lodging LLC.

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
- A. Review and consider action on the quote from Nutri-Ject for Digester Cleaning, Removal and Land Application of Bio-solids at the WWTP for a total cost of \$80,640.00 based on 17 feet of solids in both digesters.**
- B. Review and consider action on the Project Manual, Drawings and Estimate from Gilmore & Associates for overlaying Linden Avenue (13th Street to 14th Street) and 12th Street.(Linden**

Avenue to Hawthorne Avenue).

C. Discuss and consider action setting a street name for former County Road 2400.

5. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

6. Officers' Reports

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

7. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such 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 immediately prior to the closed session the Mayor 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.



Public Works Committee Meeting
June 15, 2021
5:00 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Travis Sears
Dan Papik

Others Present:

Tom Ourada, City Administrator
Dave Bauer, Mayor
Kyle Frans, Council Person
Ryan Hinz, Council Person
Jack Oelschlager, Council Person
Kyle Manley, City Attorney

Tod Allen, Fire Chief
Jerry Wilcox, Finance Director
Steve Hensel, Police Chief
Brad Bailey, Building Inspector
Kelsey Sisouvang, Dept City Clerk
Telisha Carnes, Admin. Asst.

Special Order of Business

A. New Electric Substation:

Tom informed the committee that due to the rise in cost the new substation would cost approximately \$4,000,000. In speculation, if construction would be pushed back 18 months to 2 years, cost would drop nearly \$1,000,000. The committee will continue with the RFP and the design of the new electric substation to be able to move forward with the purchasing process when the time comes.

Officer's Report

Adjournment

Meeting Adjourned at 5:07p.m.

Dale Strehle, Chairman



Public Works Committee Meeting
July 6, 2021
5:00 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Travis Sears
Dan Papik

Others Present:

Tom Ourada, City Administrator	Kyle Frans, Council Person
Dave Bauer, Mayor	Steve Hensel, Police Chief
Kyle Manley, City Attorney	Brad Bailey, Building Inspector
Jerry Wilcox, Finance Director	Kelsey Sisouvong, Bookkeeper
Ryan Hinz, Council Person	Dainn Nettifee, Office Manager
Jack Oelschlager, Council Person	

Special Order of Business

A. Electric Vehicle Charging Station :

Tom discussed the new electric vehicle charging station. The new station will be placed at the City Park along Linden Ave. The purchase cost of the charging station will be approximately \$13,000, which will be funded by Utility Economic Fund. Swipe machines will be present on charging stations for charging fees. Travis made a motion to approve the purchase of CT 4021 ChargePoint Duel Port Gateway charging station and have the fund come out the Utility Economic Fund. Dan seconds. Travis, yes. Dan, yes. Dale, yes.

B. County Road 2400 Between 13th Street & Fairway:

The committee discussed possible names for the portion of County Road 2400 between 13th street and Fairway Development 1st addition that is now a city street. If the same pattern remains, the street should be a Tree Name starting with an "R" or "Q". Tom will collect the top five names for each "R" and "Q" and present them to the committee for a final selection.

C. Old City Library Site :

Tom discussed the options and possibilities of the old city library site and surrounding area. Some changes will be made to the Utility drive-through and existing play area, which includes adding handicap assessable play equipment and a relocation of the public restrooms. Plans are still under discussion. Tom will update as the planning continues.

Officer's Report

Adjournment

Meeting Adjourned at 5:14 p.m.

Dale Strehle, Chairman



CITY COUNCIL REGULAR MEETING

August 3, 2021 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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 was 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. 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.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Dan Papik: Present
Travis Sears: Present
Dale Strehle: Present

Present: 6.

3. Consent Agenda

3.A. Approve Meeting Minutes

Approve consent agendas as presented. Carried with a motion by Dale Strehle and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

3.A.1. July 20, 2021 City Council meeting

3.A.2. July 20, 2021 Finance Committee meeting

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- 3.A.3. July 20, 2021 Legislative Development Committee meeting**
- 3.A.4. July 20, 2021 Parks and Recreation Committee meeting**
- 3.A.5. July 20, 2021 Personnel Committee meeting**
- 3.A.6. July 20, 2021 Public Safety Committee meeting**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Approve the Mayor's reappointment of Pam Busboom and Kathy Stastny to the Cemetery Board.**
- 3.E. Approve the corporate manager liquor application for Casey's General Store's new regional manager.**

4. Items of Business

4.A. Consider providing Saline County Aging Services \$7,803 for elderly and aging programs and services.

Program Manager for Saline County Aging Services, Lori Moldenhauer, spoke about all of the great things they have done, are currently doing, and will be doing in the future for the elderly in Saline County. Among those things were providing meals, counseling on retirement, Medicare and social security, and working with Public Health Solutions to do a flu/Covid vaccine clinic. The amount requested is the same as last year. This went to the Finance Committee and they recommended providing Saline County Aging Services the funds.

Approve providing Saline County Aging Services \$7,803 for elderly and aging programs and services. Carried with a motion by Travis Sears and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.B. Consider entering into an open contract with The Bridge Behavioral Health for emergency detoxification services.

The Finance Committee met on this and they recommend entering into the contact with The Bridge Behavior Health.

Approve entering into an open contract with the Bridge Behavioral Health for emergency detoxification services. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.C. Consider terminating the City's HR Services Agreement with Zelle.

City Administrator Tom Ourada informed the council that our new HR Coordinator does not use Zelle and there is no fee to terminate the agreement with them. The Finance Committee met on this and recommend terminating the agreement with Zelle.

Approve terminating the City's HR Services Agreement with Zelle. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.D. Consider adopting Resolution 2021-08: A resolution to renew the City's commitment to the League Association of Risk Management (LARM).

City Administrator Tom Ourada explained LARM (League Association of Risk Management) and that renewing our membership for 3 years in advance would get us a five percent discount. The Finance Committee met on this and recommended renewing the commitment to LARM.

Introduce and approve Resolution 2021-08: A resolution to renew the City's commitment to the League Association of Risk Management (LARM) for three years with a five percent discount. Carried with a motion by Travis Sears and a second by Dale Strehle.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.E. Consider entering into an agreement for professional services with Olsson & Associates for the development of a Tuxedo Park Master Improvement Plan.

City Administrator Tom Ourada spoke with the Mayor and with the Parks and Recreation Committee about the development of an improvement plan for Tuxedo Park. It is a tremendous opportunity and the programs we have out at Tuxedo Park will especially benefit from this renovation. The Parks and Recreation Committee met on this and recommend entering into an agreement with Olsson & Associates to develop the Tuxedo Park improvement plan.

Approve entering into an agreement for professional services with Olsson & Associates for the development of a Tuxedo Park Master improvement plan. Carried with a motion by Kyle Frans and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.F. Consider appointing Matt Reed, Distributed Resources and Generation Specialist for NMPP Energy, as special engineer for the City's solar power project.

City Administrator Tom Ourada informed the council that the land we purchased for the water well on will also work for the City's solar power project. NMPP Energy will help us accomplish this, which requires having a special engineer for the project. The Public Works Committee met on this and recommended appointing Matt Reed as the special engineer for the City's solar power project.

Approve appointing Matt Reed, Distributed Resources and Generation Specialist for NMPP Energy, as special engineer for the City's solar power project. Carried with a motion by Dale Strehle and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.G. Consider enacting Ordinance 2136: An ordinance vacating Linden Avenue from 19th Street to 20th Street.

City Administrator Tom Ourada discussed plans to expand Northward Park by purchasing the property adjacent to the park. The property owner agreed to sell his quarter block of property to the City for one dollar. Vacating Linden Avenue from 19th Street to 20th Street will allow for

the park to be extended. The new plans for the park include park benches, BBQ receptacles, picnic tables, green space, and an entrance to the park.

Introduce Ordinance 2136: An ordinance vacating Linden Avenue from 19th Street to 20th Street and suspend the rules that the ordinance be read on three different days. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approve enacting Ordinance 2136: An ordinance vacating Linden Avenue from 19th Street to 20th Street. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.H. Consider approving the Legislative and Economic Development Committee's recommendations for Downtown Revitalization program awards.

City Administrator Tom Ourada reported that the first round awards that have been reviewed by the State Historic Preservation Office (SHPO) were put together by City Attorney Kyle Manley and presented to the Legislative and Economic Development Committee. The Committee recommends approving the chosen Downtown Revitalization program awards.

Approve the Legislature and Economic Development Committee's recommendations for Downtown Revitalization program awards for \$214,000. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.I. Reconsider committing \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program.

City Administrator Tom Ourada recommends, due to recent developments with SENDD, that the council reconsider committing the \$175,000 for the Rural Workforce Housing program and to use the money locally in a different way. This went to the Legislative and Economic Development Committee and they agreed with Ourada's recommendation to rescind the funds.

Rescind committing \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program. Carried with a motion by Ryan Hinz and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- **Library Director Joy Stevenson** shared a photo of one youth patron receiving her prize, a new bike, for participating in the Summer Reading Program; two bikes were donated by Public Health Solutions and bike helmets came from the police department.

- **Fire Chief Tod Allen** reported on traveling with four other department members to South Dakota for a pre-paint inspection on the new 3,000 gallon tanker that is scheduled for delivery in September.
- **Human Resources Coordinator Wendy Thomas** introduced Police Officer Lincoln Morehouse as the department's new Investigative Sergeant and congratulated him.
 - Ourada said he takes the job of appointing authority very seriously and it was difficult going through the exceptional internal applicants for this position. He said speaking for himself and he knew the Mayor and Chief agreed, he was thankful that only two current officers decided to try for the investigative sergeant position as it was a difficult decision and would have been even more so had other officers applied.
 - Mayor Dave Bauer said he's talked to several businesses Morehouse has been involved with as a police officer and from those comments he thinks Morehouse is going to do an excellent job in this position and he's very excited for him.
- **Council member Ryan Hinz**, commended Joy and the library staff on the Summer Reading Program. He was able to attend the last day of the program and said it's really fun to watch the library come together. He also thanked the Street Department for recent maintenance work.
- **City Clerk-Treasurer Jerry Wilcox** shared information about the annual League meeting coming up in Lincoln in September.
- **City Administrator Tom Ourada:**
 - Reported that annual budget work is ongoing and will be to the finance committee and council soon;
 - Asphalt overlay plans are being discussed for Linden from 13th to 14th streets and possible other areas in town to put together a cost-efficient project;
 - The city is waiting for the final infrastructure bill to be passed and is looking at a water well project, remediation project and distribution mains as well as roadway reconstruction, with roadway reconstruction being the emphasis. Previously we were planning on using USDA zero interest loan funding and some forgivable loan for the water project, but the infrastructure route is a better alternative, possibly saving us well over \$1 Million;
 - Informed everyone that it was Blaine Spanjer and his son Brandon Spanjer who sold the property over on 20th and Linden to us for \$1 so that we can extend Northward Park.
 - Ourada is as excited about the potential for Tuxedo Park; he said if we do it right, it will be unrecognizable a year from now. What groups like the Diamonds, Legion, Tuxedo Raceway, and the Fair Board are doing is great. We have the opportunity to make what they do even better. When these groups are active, all rooms at the hotels are booked!
 - We are working with the Legislative and Economic Development Committee and the Mayor on a vacant property ordinance to dovetail what we are doing with nuisance property notices and cleanup. This would give us another powerful way to deal with absentee owners and distressed properties;
 - DTR is moving forward with the recent first-round grant awards; we are altering the process in hopes for the second round to move much faster. The Legislative and Economic Development Committee has been working with us on this and supports the proposed changes moving forward;
 - We are continuing to work on issues with the Main Street railroad crossing, but there is not a lot of cooperation from Burlington on this.

- **Mayor Dave Bauer** shared a letter from Jim and Sharon Crouse about how they donated to the library picnic shelter for the use and enjoyment of the community and library events. The Mayor said it's a very nice addition to the park and the city greatly thanks them for their donation.

7. Adjournment

Mayor

(SEAL)

City Clerk

I, Jerry 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)

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
AQUA-CHEM INC	WWTP CHEMICALS	\$135.45
BEATRICE CONCRETE CO	ROAD GRAVEL	\$9.98
BLACK HILLS ENERGY	NATURAL GAS	\$159.17
CAPITAL BUSINESS SYSTEMS	SERVICE AGREEMENT	\$896.70
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	SELF FUNDED HEALTH INS	\$158.00
CITY PAYROLL FUND	WAGES	\$79,068.10
CITY REVENUE FUND	UTILITIES	\$59.43
CITY TAX FUND	SURPLUS & FRANCHISE	\$39,167.00
CONSTELLATION NEW ENERGY	NATURAL GAS	\$491.45
CONSUMER DEPOSITS	JULY BILLING POSTAGE	\$1,663.36
CORE & MAIN LP	SUPPLIES	\$560.91
CRETE POSTMASTER	BILLING POSTAGE	\$1,028.10
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$260.34
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$272.65
ENDICOTT CLAY PRODUCTS	RETIREMENT BRICKS	\$27.00
GILMORE & ASSOCIATES INC	ENGINEERING	\$9,450.00
JEO CONSULTING GROUP INC.	ENGINEERING	\$1,556.25
KIDWELL	SERVICE AGREEMENT	\$1,572.00
KOLL, BRANDON	REIMBURSEMENT	\$132.16
LEAGUE OF NE MUNICIPALITIES	MEMBERSHIP DUES	\$3,930.00
MAX I WALKER UNIFORM	UNIFORMS	\$138.02
M.E.A.N.	PURCHASED POWER	\$678,446.25
NAPA AUTO PARTS	PARTS	\$12.28
NeHHS LAB	LAB	\$631.00
NEBRASKALAND TIRE INC	TIRE REPAIR	\$47.63
QUADIENT LEASING USA INC	POSTAGE	\$140.03
TERRACON CONSULTANTS INC	BELOHLAVY WATER SYSTEM	\$1,063.75
U.S. BANK	SUPPLIES	\$2,267.14
UNION BANK & TRUST	FSA FEES	\$6.40
UPS	SHIPPING	\$12.58
XPRESS BILL PAY	ONLINE PAYMENT FEE	\$730.28
UTILITY FUNDS	SUBTOTAL	\$825,318.41
AKRS EQUIPMENT	TRANSMISSION OIL	\$863.72
ALL COPY PRODUCTS INC	SERVICE CONTRACT	\$241.88
ALL FLOORS INC	VINYL BASE	\$59.25
BAKER & TAYLOR	BOOKS/MAGAZINES	\$344.50
BEATRICE CONCRETE CO	ROAD GRAVEL	\$351.68
BIBLIONIX LLC	SUBSCRIPTION	\$4,000.00
BLACK HILLS ENERGY	NATURAL GAS	\$571.90
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$208.62
BSN SPORTS INC	SUPPLIES	\$346.00
CAPITAL BUSINESS SYSTEMS	SERVICE AGREEMENT	\$2,995.07
CATHER & SONS CONSTR	ASPHALT	\$1,014.00
CDW GOVERNMENT INC	COMPUTER	\$1,206.84

AUGUST 3, 2021

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$279.53
CENTER POINT LARGE PRINT	BOOKS/MAGAZINES	\$21.75
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	SELF FUNDED HEALTH INS	\$208.00
CITY PAYROLL FUND	WAGES	\$130,103.74
CITY REVENUE FUND	PAPER TOWELS	\$22.32
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CLINE WILLIAMS LLP	REDEVELOPMENT SERVICES	\$27.00
C.A.M.C.	ALS SERVICE FEES	\$1,033.86
CUSTOM BLINDS & DESIGN	WINDOW BLINDS	\$15,796.26
DEMCO	BOOKRACK	\$439.92
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$153.47
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$66.49
ENDICOTT CLAY PRODUCTS	RETIREMENT BRICKS	\$54.00
ENVIRO-TECH PEST SERVICES	PEST CONTROL	\$78.00
FIRST WIRELESS	RADIO EQUIPMENT	\$408.00
FONTENELLE FOREST	LIBRARY PROGRAM	\$184.16
GENERAL MANUFACTURING	LIBRARY PANELS	\$1,904.60
GRAY TELEVISION INC	OUR TOWN CRETE	\$4,475.00
HAMILTON EQUIPMENT CO	PARTS	\$90.41
HEARTLAND NATURAL GAS	NATURAL GAS	\$7.63
HEATH SPORTS	VINYL BANNER	\$761.92
JAY'S OIL CO.	TIRE REPAIR	\$25.00
JEO CONSULTING GROUP INC.	ENGINEERING	\$2,146.04
KIDWELL	SERVICE AGREEMENT	\$4,978.00
LEAGUE OF NE MUNICIPALITIES	MEMBERSHIP DUES	\$12,043.00
MATHESON TRI-GAS INC	OXYGEN	\$164.61
MCMaster-CARR SUPPLY	SUPPLIES	\$562.11
NAPA AUTO PARTS	PARTS	\$115.20
NE DEPT OF TRANSPORTATION	TRAFFIC BARRIERS	\$1,200.00
NE LIBRARY COMMISSION	OVERDRIVE ANNUAL FEE	\$708.20
NE MUNICIPAL CLERKS' ASSOC	MEMBERSHIP	\$90.00
NMC INC	12G LOADER PARTS	\$243.00
OLSSON	ENGINEERING	\$2,204.61
ORSHELN FARM AND HOME	SUPPLIES	\$284.98
PAVERS INC	COLD MIX ASPHALT	\$855.44
PITNEY BOWES	POSTAGE	\$95.37
PRESTO-X	PEST CONTROL SERVICE	\$63.00
QUADIENT LEASING USA INC	POSTAGE	\$271.16
SEWARD COUNTY NEWS	PUBLISHING	\$68.52
SID DILLON FORD	VEHICLE REPAIRS	\$1,332.70
SPEECE LEWIS ENGINEERS	ENGINEERING	\$14,175.00
SYNCHRONY BANK/AMAZON	BOOKS/MAGAZINES	\$3,585.75
TURTLE TRACKS	VEST PATCHES	\$79.00
U.S. BANK	SUPPLIES	\$2,772.43

AUGUST 3, 2021

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
UNION BANK & TRUST	FSA FEES	\$9.60
WINDSTREAM	PHONE LINES	\$822.89
TAX FUNDS	SUBTOTAL	\$238,590.13
ALL FUNDS	TOTAL	\$1,063,908.54



CITY COUNCIL FINANCE COMMITTEE MEETING

August 3, 2021 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Dan Papik: Present
Travis Sears: Present
Present: 3.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on terminating the HR Services Agreement with Zelle.

City Administrator Tom Ourada notified the committee that our new HR Coordinator, Wendy Thomas, does not require the services that Zelle's HR contract currently provides.

Recommend to the City Council to terminate the HR Services Agreement with Zelle. Carried with a motion by Kyle Frans and a second by Dan Papik.

Kyle Frans: Aye, Dan Papik: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.B. Discuss and provide a recommendation to the City Council on adopting Resolution 2021-08: A resolution to renew the City's commitment to the League Association of Risk Management (LARM).

Recommend to the City Council to adopt Resolution 2021-08: A resolution to renew the City's commitment to the League Association of Risk Management (LARM). Carried with a motion by Dan Papik and a second by Kyle Frans.

Kyle Frans: Aye, Dan Papik: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.C. Discuss and provide a recommendation to the City Council on providing Saline County Aging Services \$7,803 for elderly and aging programs and services.

The amount requested is the same as previous years that they've received funding from us.

Recommend to the City Council to provide Saline County Aging Services with \$7,803 for elderly and aging programs and services. Carried with a motion by Kyle Frans and a second by Dan Papik.

Kyle Frans: Aye, Dan Papik: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.D. Discuss and provide a recommendation to the City Council on entering into an open contract with The Bridge Behavioral Health for emergency detoxification services.

Police Chief Steve Hensel stated that when an officer takes a person into custody for being intoxicated but not breaking the law, the officer drives them to Lincoln for detox and then picks them back up when they're done. The contract we are currently in with The Bridge Behavioral Health to do this needs renewing and there are no places closer to use.

Recommend to the City Council to enter into an open contract with The Bridge Behavioral Health for emergency detoxification services. Carried with a motion by Dan Papik and a second by Kyle Frans.

Kyle Frans: Aye, Dan Papik: Aye, Travis Sears: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE/DEVELOPMENT COMMITTEE MEETING

August 3, 2021 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Present: 3.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on Downtown Revitalization program awards.

Committee member Ryan Hinz expressed only one concern about the DTR program award recommendations. John Cochnar's plan for the funds he would receive is to change the west door, which SHIPPO was against. The committee discussed this and decided that it would be best to go with SHIPPO's recommendation on that.

Recommend to the City Council to approve the Downtown Revitalization program awards, striking John Cochnar's project from the list. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye
Aye: 3, No: 0

3.B. Discuss and provide a recommendation to the City Council on reconsidering the City's commitment of \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program.

City Administrator Tom Ourada reported to the committee that SENDD lost some employees and is having the representative that was supposed to help us with this take on the whole housing program, including hundreds of cities already in the program. \$175,000 is a lot of money to risk. We could rescind the commitment of the money and try again in a couple years when it's less of a risk.

Recommend to the City Council to rescind the City's commitment of \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye
Aye: 3, No: 0

3.C. Discuss enacting Ordinance 2131: An ordinance creating a vacant and neglected property registration.

City Administrator Tom Ourada, Mayor Dave Bauer, and committee member Ryan Hinz deliberated the ordinance and how it compares to our current code on nuisance properties. This ordinance would address property that the owners either leave vacant or abandoned completely, doesn't do any upkeep, and starts to fall apart or becomes unsafe.

Table for further discussion. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye
Aye: 3, No: 0

3.D. Discuss amending the animal regulations to allow a limited number of chickens (hens) within the City.

Table for further discussion. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

August 3, 2021 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on entering into an agreement for professional services with Olsson & Associates for the development of a Tuxedo Park Master Improvement Plan.

City Administrator Tom Ourada showed the committee a few of Olsson & Associates' design examples and set a price range with them for the design of the Tuxedo Park Improvement Plan. A local representative for this project is needed, along with a recommendation to enter into an agreement with Olsson & Associates to develop the plan.

Recommend to the City Council to enter into an agreement with Olsson & Associates for the development of a Tuxedo Park Master Improvement Plan and to have Tom as the local representative for this project. Carried with a motion by Jack Oelschlager and a second by Dale Strehle.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.B. Discuss the long-term stay request from Becky Hightower to park a camper at Tuxedo Park for the remainder of the camping season.

City Administrator Tom Ourada reported that the city code states the Parks and Recreation director is supposed to handle these requests. The committee agreed to have the City take care of this request and further similar requests.

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

August 3, 2021 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Dan Papik: Present
Travis Sears: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Discuss potential asphalt overly projects for various locations, including Linden Ave. from 13th to 14th Streets.

City Administrator Tom Ourada informed the council that doing an asphalt overlay on Linden Avenue only would be fairly expensive. If we were to add a few other streets to the project, it would take the price down considerably. Ourada suggested adding 12th Street due to it being a detour when 13th is being used. The timeline of the asphalt overlay for Linden and 12th Street would be spring. Committee member Travis Sears inquired about possibly getting it done this fall. Ourada agreed to speak with Gilmore Associates regarding a quicker turnaround.

3.B. Discuss setting a street name for former County Road 2400.

In order to go in sequence with surrounding streets, former County Road 2400 needs to be the name of a tree that begins with the letter 'Q' or the letter 'R'. To help narrow it down, City Administrator Tom Ourada read a list of a few different tree names for the committee to choose from. The final choice was 'Redbud'.

Set the street name for former County Road 2400 south of E. 13th to the far property line of Fairway to 'Redbud Avenue'. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.C. Discuss the status of the USDA water improvement projects for West Crete Addition, the new city water well, and the remaining water main improvements.

City Administrator Tom Ourada went over the price of the water improvement projects for West Crete Addition, the new city water well, and the remaining water main improvements. He would like permission to go ahead with the design of the remediation and preliminary design of the well and the water mains. Ourada brought up the infrastructure bill and said that if it goes through, there will be a separate section for water which will help us fund the projects.

Approve moving forward with getting the design of the remediation and preliminary design of the water well and the water mains. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.D. Discuss and provide a recommendation to the City Council on appointing Matt Reed, Distributed Resources and Generation Specialist for NMPP Energy, as special engineer for the City's solar power project.

City Administrator Tom Ourada brought up wanting to put solar panels where we are putting the new water well. This would involve entering into a contract with someone to put up the solar panels and to buy the solar power from them for 20 years, contingent on the contract that is drawn up. Ourada suggests appointing Matt Reed as our special engineer so he can evaluate the bids for the project when they come in.

Recommend to the City Council to appoint Matt Reed, Distributed Resources and Generation Specialist for NMPP Energy, as special engineer for the City's solar power project. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.E. Discuss and provide a recommendation to the City Council on enacting Ordinance 2136: An ordinance vacating Linden Avenue from 19th Street to 20th Street.

City Administrator Tom Ourada met with a property owner, who agreed to sell his bisecting property near Northward Park to the City for \$1. Vacating Linden Avenue from 19th Street to 20th Street and retaining its title would allow for the City to extend Northward Park, adding a family area with picnic tables and grills and also an entrance to the park.

Recommend to the City Council to vacate and retain title to Linden Avenue from 19th Street to 20th Street. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
001-4101 CONSUMERS DEPOSIT INV. INT.	297.92	1,742.82	918.00	(824.82)	189.9
001-4102 GAS & DIESEL FUEL SALES	599.59	21,901.61	28,560.00	6,658.39	76.7
001-4103 SALES TO CITY	21,750.51	211,362.47	279,480.00	68,117.53	75.6
001-4104 FORFEITED DISCOUNTS	8,717.96	29,381.79	46,920.00	17,538.21	62.6
001-4105 CONNECTIONS & COLLECTIONS	1,317.00	14,841.84	25,500.00	10,658.16	58.2
001-4106 R SALES	278,879.82	1,973,135.67	2,350,000.00	376,864.33	84.0
001-4107 GS SALES	246,331.99	1,047,479.21	1,000,000.00	(47,479.21)	104.8
001-4108 GD, GDH, LP1 SALES	268,939.47	1,126,733.43	3,876,000.00	2,749,266.57	29.1
001-4109 OUTSIDE SYSTEM CONTRACT	.00	.00	5,100.00	5,100.00	.0
001-4111 FORFEITED DISCOUNT - GARBAGE	.00	.00	4,080.00	4,080.00	.0
001-4200 RH SALES	45,785.58	512,059.49	560,000.00	47,940.51	91.4
001-4201 GSH SALES	.00	.00	24,480.00	24,480.00	.0
001-4202 LP2 SALES	190,104.89	3,996,549.91	2,500,000.00	(1,496,549.91)	159.9
001-4204 RENTAL LIGHTS P1	473.28	5,246.88	3,060.00	(2,186.88)	171.5
001-4205 RENTAL LIGHTS P2	523.27	5,262.18	1,785.00	(3,477.18)	294.8
001-4206 RENTAL LIGHTS P3	828.95	8,191.15	510.00	(7,681.15)	1606.1
001-4207 RENTAL LIGHTS P4	449.60	3,709.20	510.00	(3,199.20)	727.3
001-4208 RENTAL LIGHTS M1	17.56	193.16	204.00	10.84	94.7
001-4209 RENTAL LIGHTS M2	24.96	249.60	510.00	260.40	48.9
001-4210 RENTAL LIGHTS M7	32.64	326.40	714.00	387.60	45.7
001-4211 POLE RENTALS - CABLEVISION	.00	.00	3,379.00	3,379.00	.0
001-4212 REVENUE SHARE - M.E.A.N.	.00	68,303.00	.00	(68,303.00)	.0
001-4213 PLANT CAPACITY LEASE- MEAN	12,302.00	123,020.00	130,000.00	6,980.00	94.6
001-4214 CURRENT USED PLANT/WAREHOUSE	.00	.00	40,800.00	40,800.00	.0
001-4215 NATURAL GAS SOLD TO MEAN	.00	24,928.72	6,630.00	(18,298.72)	376.0
001-4510 GARBAGE COLLECTION FEE	513.10	41,387.48	3,468.00	(37,919.48)	1193.4
001-4900 TRANSFERS IN	.00	.00	539,577.00	539,577.00	.0
001-4903 INTEREST INCOME	364.78	10,681.18	40,800.00	30,118.82	26.2
001-4904 MISC. SALES	734.00	36,714.56	102.00	(36,612.56)	35994.
001-4911 SALE OF MATERIAL	44.64	17,494.18	5,100.00	(12,394.18)	343.0
001-4916 RENTALS(UNIFORM/EQUIP/LABOR)	.00	(563.53)	2,040.00	2,603.53	(27.6)
TOTAL REVENUES	1,079,033.51	9,280,332.40	11,480,227.00	2,199,894.60	80.8
TOTAL FUND REVENUE	1,079,033.51	9,280,332.40	11,480,227.00	2,199,894.60	80.8

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
001-7020 OPERATION LABOR	11,787.98	126,191.40	127,500.00	1,308.60	99.0
001-7030 FUEL OIL USED	.00	17,295.82	5,100.00	(12,195.82)	339.1
001-7040 NATURAL GAS	118.85	1,577.65	8,160.00	6,582.35	19.3
001-7050 PLANT POWER	.00	.00	48,960.00	48,960.00	.0
001-7060 WATER, SALT, SEWER	233.49	1,861.94	2,040.00	178.06	91.3
001-7070 LUBRICANTS USED	.00	.00	5,100.00	5,100.00	.0
001-7080 MISC. PRODUCTION EXPENSES	80.61	222.92	1,020.00	797.08	21.9
001-7090 FUEL OIL RECOVERY EXPENSE	59.43	594.30	510.00	(84.30)	116.5
001-7140 MAINT. GENERATION UNIT #4	.00	.00	500.00	500.00	.0
001-7170 MAINT. GENERATION UNIT #7	.00	.00	4,000.00	4,000.00	.0
001-7180 MEETING & TRAINING EXPENSES	.00	.00	408.00	408.00	.0
001-7190 MAINTENANCE - SWITCHGEAR	.00	.00	2,040.00	2,040.00	.0
001-7200 MAINT. - AUX. EQUIPMENT	.00	372.10	2,040.00	1,667.90	18.2
001-7210 OUTSIDE LABOR & MATERIAL	.00	3,136.12	1,000.00	(2,136.12)	313.6
001-7220 BLDG & GRD MAINT.	.00	766.77	408.00	(358.77)	187.9
001-7221 BLDG & GRD MAINT. - LABOR	.00	.00	204.00	204.00	.0
001-7230 JANITORIAL SUPPLIES	.00	316.72	408.00	91.28	77.6
001-7240 PURCHASED POWER - WAPA	31,236.10	244,251.07	333,000.00	88,748.93	73.4
001-7260 PURCHASED POWER - NMPP	580,737.70	5,318,089.71	8,139,600.00	2,821,510.29	65.3
001-7261 SPP SETTLEMENT	.00	650.00	102.00	(548.00)	637.3
001-7270 PURCHASED POWER - OTHER	6.33	56.97	102.00	45.03	55.9
001-7600 VACATION, SICK, HOLIDAY PAY	433.85	8,118.61	10,200.00	2,081.39	79.6
001-7810 TRANSMISSION LINE EXPENSE	.00	2,202.79	.00	(2,202.79)	.0
001-7820 WHEELING EXPENSE	84,155.10	752,750.25	900,000.00	147,249.75	83.6
001-8000 BUILDING MAINT-MATERIAL	562.42	902.68	1,500.00	597.32	60.2
001-8001 BUILDING MAINT-LABOR	.00	.00	1,000.00	1,000.00	.0
001-8011 SUBSTATION MAINTENANCE	.00	.00	7,210.00	7,210.00	.0
001-8020 MAINT. O. H. LINES-MATERIAL	.00	2,116.41	10,300.00	8,183.59	20.6
001-8023 MAINT. O.H. LINES-LABOR	10,450.82	126,340.17	154,500.00	28,159.83	81.8
001-8024 NEW O.H. LINES - LABOR	59.40	332.36	10,300.00	9,967.64	3.2
001-8030 MAINT. O.H. SERV.-MATERIAL	28.03	70.93	5,150.00	5,079.07	1.4
001-8033 MAINT. O.H. SERV.-LABOR	374.87	5,875.89	5,150.00	(725.89)	114.1
001-8040 MAINT. U.G. LINES-MATERIALS	.00	360.47	8,240.00	7,879.53	4.4
001-8041 MAINT. U.G. LINES-LABOR	718.79	13,585.03	5,150.00	(8,435.03)	263.8
001-8044 NEW U.G. LINES - LABOR	4,139.45	19,034.29	20,600.00	1,565.71	92.4
001-8050 MAINT. U.G. SERVICES-MATERIALS	.00	401.67	5,150.00	4,748.33	7.8
001-8051 MAINT. U.G. SERVICES-LABOR	458.58	4,080.85	103.00	(3,977.85)	3962.0
001-8055 NEW FIBER	.00	.00	5,150.00	5,150.00	.0
001-8056 NEW FIBER - LABOR	.00	.00	5,150.00	5,150.00	.0
001-8060 MAINT. TRANSFORMERS-MATERIAL	.00	.00	2,060.00	2,060.00	.0
001-8063 MAINT. TRANSFORMERS-LABOR	69.19	3,355.79	1,030.00	(2,325.79)	325.8
001-8070 MAINT. STREET LIGHTS-LABOR	3,699.54	12,078.76	8,240.00	(3,838.76)	146.6
001-8071 MAINT. STREET LIGHT-MATERIALS	.00	7,586.75	4,120.00	(3,466.75)	184.1
001-8090 METER MAINT.- MATERIAL	8.39	1,847.67	5,150.00	3,302.33	35.9
001-8091 METER MAINT. - LABOR	1,743.12	20,678.05	7,210.00	(13,468.05)	286.8
001-8100 MAINT OF EQUIP MATERIAL	.00	336.38	2,060.00	1,723.62	16.3
001-8130 RESOLD MATERIAL	3,632.74	3,632.74	1,545.00	(2,087.74)	235.1
001-8131 RESOLD LABOR	.00	.00	1,030.00	1,030.00	.0
001-8140 BUILDING UTILITIES	.00	.00	15,450.00	15,450.00	.0
001-8150 MISC. MAPS & RECORDS	.00	.00	5,150.00	5,150.00	.0
001-8230 JANITORIAL	55.06	239.93	515.00	275.07	46.6
001-8231 JANITORIAL LABOR	221.42	4,431.13	5,150.00	718.87	86.0

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
001-8460 VEHICLE EXPENSE	880.90	28,426.24	51,500.00	23,073.76	55.2
001-8461 VEHICLE EXPENSE - LABOR	215.39	6,320.32	6,180.00	(140.32)	102.3
001-8480 MEETING/TRAINING	3,990.00	3,990.00	.00	(3,990.00)	.0
001-8481 MEETING & TRAINING - LABOR	342.63	1,810.83	7,210.00	5,399.17	25.1
001-8500 MISC. OPERATION	158.28	2,340.19	721.00	(1,619.19)	324.6
001-8600 VACATION, SICK, HOLIDAY PAY	2,742.56	45,602.37	46,350.00	747.63	98.4
001-9401 SALARIES - MEDIA	1,676.72	18,503.00	20,295.00	1,792.00	91.2
001-9408 SALARIES - TECHNOLOGY	657.88	7,269.12	7,971.00	701.88	91.2
001-9410 SALARIES - ADMINISTRATIVE	5,695.48	62,578.64	76,987.00	14,408.36	81.3
001-9440 GENERAL OFFICE SALARIES	8,638.57	89,132.65	91,248.00	2,115.35	97.7
001-9460 MAYOR, COUNCIL, CLERK SALARIES	3,288.68	40,365.35	47,339.00	6,973.65	85.3
001-9492 SALARIES - PUB. REL./COM. DEV.	336.84	8,738.70	2,363.00	(6,375.70)	369.8
001-9570 METER READING - LABOR	501.70	13,355.11	15,855.00	2,499.89	84.2
001-9581 CUSTOMER SERVICES - LABOR	.00	4,327.45	11,314.00	6,986.55	38.3
001-9590 RETIREMENT CONTRIBUTIONS	3,757.03	38,748.44	43,202.00	4,453.56	89.7
001-9600 VACATION, SICK, HOLIDAY PAY	.00	.00	4,216.00	4,216.00	.0
001-9610 SOCIAL SECURITY TAX	4,282.04	46,655.54	58,138.00	11,482.46	80.3
001-9620 MEDICAL & LIFE INSURANCE	11,559.65	121,947.72	116,145.00	(5,802.72)	105.0
001-9623 HR CONSULTING FEES	19.00	1,894.36	2,511.00	616.64	75.4
001-9640 UNIFORMS	.00	334.67	249.00	(85.67)	134.4
001-9650 POSTAGE	679.46	5,192.11	5,543.00	350.89	93.7
001-9660 TELEPHONE	443.10	4,750.20	5,520.00	769.80	86.1
001-9670 MISC. GENERAL	50.71	625.17	2,285.00	1,659.83	27.4
001-9680 OFFICE RENTAL	548.00	5,480.00	6,604.00	1,124.00	83.0
001-9690 EASEMENTS, LICENSES	854.55	1,709.10	3,904.00	2,194.90	43.8
001-9720 INSURANCE	(21.56)	50,999.17	70,893.00	19,893.83	71.9
001-9730 CUSTOMER SERVICES - MATERIAL	35.93	357.52	334.00	(23.52)	107.0
001-9740 OFFICE EQUIP REPAIR & CONTRACT	.00	499.30	515.00	15.70	97.0
001-9760 MEETING & TRAINING	.00	.00	2,847.00	2,847.00	.0
001-9780 DUES & MEMBERSHIPS	1,536.07	5,830.47	4,411.00	(1,419.47)	132.2
001-9820 AUDIT EXPENSE	.00	6,400.00	6,467.00	67.00	99.0
001-9840 ENG., ARCH., ABSTRACT, MEDICAL	.00	7,842.50	5,259.00	(2,583.50)	149.1
001-9860 LEGAL SERVICE	.00	19.00	153,260.00	153,241.00	.0
001-9880 PUBLICATIONS, LEGAL	38.34	1,352.80	1,754.00	401.20	77.1
001-9890 PUBLIC RELATIONS/COM. DEV.	13,188.00	13,390.05	1,284.00	(12,106.05)	1042.8
001-9900 OFFICE SUPPLIES	129.10	3,160.37	3,195.00	34.63	98.9
001-9910 SOFTWARE & UPGRADES	8,787.52	29,038.31	19,610.00	(9,428.31)	148.1
001-9915 COMPUTERS & EQUIPMENT	28.38	1,548.68	19,049.00	17,500.32	8.1
001-9920 MAPPING & RECORDS	850.09	8,664.12	12,582.00	3,917.88	68.9
001-9926 ONLINE PAYMENT FEES	542.43	6,963.25	.00	(6,963.25)	.0
001-9941 STORES MANAGEMENT - LABOR	.00	.00	311.00	311.00	.0
001-9945 COST OF FUEL SOLD	4,375.56	32,815.84	34,532.00	1,716.16	95.0
001-9950 BAD DEBT EXPENSE	.00	1,123.28	.00	(1,123.28)	.0
001-9960 TRANSFER OUT	29,167.00	291,670.00	351,492.00	59,822.00	83.0
001-9965 FRANCHISE FEE	10,000.00	100,000.00	120,510.00	20,510.00	83.0
001-9970 DEBT EXPENSE AMORTIZATION	.00	120,000.00	118,450.00	(1,550.00)	101.3
001-9971 BOND INTEREST	.00	20,177.50	22,903.00	2,725.50	88.1
001-9978 OUTSIDE SYSTEM CONT - LABOR	73.41	4,640.08	497.00	(4,143.08)	933.6
001-9980 ANSWERING SERVICE	54.00	493.39	657.00	163.61	75.1
TOTAL EXPENDITURES	855,174.70	7,972,826.00	11,480,227.00	3,507,401.00	69.5

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	855,174.70	7,972,826.00	11,480,227.00	3,507,401.00	69.5
NET REVENUE OVER EXPENDITURES	223,858.81	1,307,506.40	.00	(1,307,506.40)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
002-4103 SALES TO CITY	1,052.35	16,527.92	18,000.00	1,472.08	91.8
002-4104 FORFEITED DISCOUNTS	.00	.00	3,000.00	3,000.00	.0
002-4105 CONNECTIONS & COLLECTIONS	.00	.00	1,000.00	1,000.00	.0
002-4106 R SALES	58,341.53	497,271.84	850,000.00	352,728.16	58.5
002-4107 GS SALES	20,067.28	154,190.52	.00	(154,190.52)	.0
002-4108 GD, GDH, LP1 SALES	1,107.42	6,446.94	.00	(6,446.94)	.0
002-4110 WATER TAPS	.00	.00	1,200.00	1,200.00	.0
002-4510 GARBAGE COLLECTION FEE	361.60	3,977.60	2,000.00	(1,977.60)	198.9
002-4674 MUNICIPAL SALES TO PLANT	.00	.00	500.00	500.00	.0
002-4805 F.E.M.A. REIMBURSEMENT	.00	.00	100.00	100.00	.0
002-4900 TRANSFERS IN	.00	.00	29,350.00	29,350.00	.0
002-4903 INTEREST INCOME	.00	2,900.97	5,000.00	2,099.03	58.0
002-4904 MISC. SALES	.00	.00	100.00	100.00	.0
002-4911 SALE OF MATERIAL	120.00	(3,775.44)	3,000.00	6,775.44	(125.9)
002-4913 LEASE - LAND, BLDG., TOWER	.00	250.00	1,800.00	1,550.00	13.9
002-4915 SPECIAL ASSESSMENTS	.00	190,061.00	.00	(190,061.00)	.0
TOTAL REVENUES	81,050.18	867,851.35	915,050.00	47,198.65	94.8
TOTAL FUND REVENUE	81,050.18	867,851.35	915,050.00	47,198.65	94.8

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
002-7021 TREATMENT MATERIALS	.00	15.46	515.00	499.54	3.0
002-7022 TREATMENT LABOR	1,386.83	11,504.76	17,500.00	5,995.24	65.7
002-7041 TREATMENT SUPPLIES	.00	5,195.84	10,300.00	5,104.16	50.5
002-7061 MAINT. OF RESERVOIR-MATERIAL	.00	.00	1,545.00	1,545.00	.0
002-7062 MAINT. OF RESERVOIR-LABOR	658.36	3,798.00	103.00	(3,695.00)	3687.4
002-7080 MISC. PRODUCTION EXPENSES	263.38	1,062.58	1,030.00	(32.58)	103.2
002-7081 MAINT. OF PUMP EQUIP.-MATERIAL	.00	211.50	5,150.00	4,938.50	4.1
002-7083 MAINT. OF PUMP EQUIP.-LABOR	166.42	2,955.33	103.00	(2,852.33)	2869.3
002-7091 MAINT. OF TREAT PLANT-MATERIAL	.00	86.84	3,090.00	3,003.16	2.8
002-7092 MAINT. OF TREAT PLANT- LABOR	.00	2,615.31	103.00	(2,512.31)	2539.1
002-7100 POWER FOR PUMPING	8,138.51	79,393.94	115,000.00	35,606.06	69.0
002-7121 PUMPHOUSE & EQUIP MAINT-MTRL	.00	25.75	.00	(25.75)	.0
002-7201 MAINT.-TREAT PLANT EQUIP. MTRL	22.68	1,868.81	2,060.00	191.19	90.7
002-7202 MAINT.-TREAT PLANT EQUIP-LABOR	133.14	4,094.11	103.00	(3,991.11)	3974.9
002-7220 BLDG & GRD MAINT.	.00	130.91	103.00	(27.91)	127.1
002-7281 LABORATORY-ANALYTICAL SERVICES	1,089.00	4,558.83	8,240.00	3,681.17	55.3
002-8000 BUILDING MAINT-MATERIAL	29.52	320.67	309.00	(11.67)	103.8
002-8001 BUILDING MAINT-LABOR	.00	1,446.41	412.00	(1,034.41)	351.1
002-8005 WATER REMEDIATION LABOR	3,441.82	71,155.05	128,750.00	57,594.95	55.3
002-8010 WATER LABOR	2,339.15	34,995.05	77,250.00	42,254.95	45.3
002-8021 MAINT OF WATER MAINS	.00	15,944.07	8,240.00	(7,704.07)	193.5
002-8031 MAINT OF SERVICES MATERIAL	360.80	439.65	5,150.00	4,710.35	8.5
002-8061 MAINT FIRE HYDNNTS MATERIAL	.00	2,269.95	2,060.00	(209.95)	110.2
002-8090 METER MAINT.- MATERIAL	485.83	12,235.73	2,575.00	(9,660.73)	475.2
002-8091 METER MAINT. - LABOR	.00	.00	4,120.00	4,120.00	.0
002-8100 MAINT OF EQUIP MATERIAL	.00	40.12	1,545.00	1,504.88	2.6
002-8130 RESOLD MATERIAL	.00	493.65	1,030.00	536.35	47.9
002-8131 RESOLD LABOR	825.45	1,877.04	1,030.00	(847.04)	182.2
002-8150 MISC. MAPS & RECORDS	.00	.00	2,060.00	2,060.00	.0
002-8230 JANITORIAL	.00	166.66	412.00	245.34	40.5
002-8231 JANITORIAL LABOR	221.40	2,599.48	103.00	(2,496.48)	2523.8
002-8460 VEHICLE EXPENSE	542.51	6,353.74	12,360.00	6,006.26	51.4
002-8461 VEHICLE EXPENSE - LABOR	119.65	1,187.86	412.00	(775.86)	288.3
002-8480 MEETING/TRAINING	.00	75.00	515.00	440.00	14.6
002-8481 MEETING & TRAINING - LABOR	66.57	1,342.42	515.00	(827.42)	260.7
002-8500 MISC. OPERATION	213.74	1,556.61	412.00	(1,144.61)	377.8
002-8600 VACATION, SICK, HOLIDAY PAY	4,986.59	42,750.98	41,200.00	(1,550.98)	103.8
002-9401 SALARIES - MEDIA	268.26	2,960.39	3,090.00	129.61	95.8
002-9408 SALARIES - TECHNOLOGY	657.88	7,269.12	8,755.00	1,485.88	83.0
002-9410 SALARIES - ADMINISTRATIVE	1,708.64	18,773.56	27,810.00	9,036.44	67.5
002-9440 GENERAL OFFICE SALARIES	9,622.43	103,472.19	77,250.00	(26,222.19)	133.9
002-9460 MAYOR, COUNCIL, CLERK SALARIES	1,644.26	20,162.25	23,690.00	3,527.75	85.1
002-9570 METER READING - LABOR	497.35	10,321.54	10,300.00	(21.54)	100.2
002-9581 CUSTOMER SERVICES - LABOR	2,892.46	21,727.76	13,390.00	(8,337.76)	162.3
002-9590 RETIREMENT CONTRIBUTIONS	2,071.11	24,896.25	25,750.00	853.75	96.7
002-9600 VACATION, SICK, HOLIDAY PAY	.00	.00	20,600.00	20,600.00	.0
002-9610 SOCIAL SECURITY TAX	2,317.95	27,813.32	30,900.00	3,086.68	90.0
002-9620 MEDICAL & LIFE INSURANCE	7,561.06	77,194.41	103,000.00	25,805.59	75.0
002-9623 HR CONSULTING FEES	.00	1,875.36	2,884.00	1,008.64	65.0
002-9640 UNIFORMS	.00	252.55	721.00	468.45	35.0
002-9650 POSTAGE	604.45	4,276.31	10,300.00	6,023.69	41.5
002-9660 TELEPHONE	161.86	1,401.85	3,090.00	1,688.15	45.4

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
002-9670 MISC. GENERAL	.00	159.20	515.00	355.80	30.9
002-9680 OFFICE RENTAL	412.00	4,120.00	5,150.00	1,030.00	80.0
002-9690 EASEMENTS, LICENSES	284.85	1,393.58	1,545.00	151.42	90.2
002-9720 INSURANCE	1,050.64	27,621.16	39,140.00	11,518.84	70.6
002-9730 CUSTOMER SERVICES - MATERIAL	35.92	357.46	1,030.00	672.54	34.7
002-9740 OFFICE EQUIP REPAIR & CONTRACT	.00	499.29	1,545.00	1,045.71	32.3
002-9760 MEETING & TRAINING	105.00	380.00	4,120.00	3,740.00	9.2
002-9780 DUES & MEMBERSHIPS	.00	983.00	3,090.00	2,107.00	31.8
002-9820 AUDIT EXPENSE	.00	2,000.00	2,060.00	60.00	97.1
002-9840 ENG., ARCH., ABSTRACT, MEDICAL	7,001.11	7,562.61	5,150.00	(2,412.61)	146.9
002-9860 LEGAL SERVICE	.00	.00	8,240.00	8,240.00	.0
002-9880 PUBLICATIONS, LEGAL	272.83	1,033.33	1,545.00	511.67	66.9
002-9900 OFFICE SUPPLIES	127.51	3,042.93	3,090.00	47.07	98.5
002-9910 SOFTWARE & UPGRADES	3,661.51	9,917.93	10,300.00	382.07	96.3
002-9915 COMPUTERS & EQUIPMENT	28.38	1,372.08	4,120.00	2,747.92	33.3
002-9920 MAPPING & RECORDS	1,730.11	9,544.18	4,120.00	(5,424.18)	231.7
002-9926 ONLINE PAYMENT FEES	495.62	4,818.49	.00	(4,818.49)	.0
002-9950 BAD DEBT EXPENSE	.00	.00	3,090.00	3,090.00	.0
002-9980 ANSWERING SERVICE	13.50	123.35	165.00	41.65	74.8
002-9990 RADIO & COMMUNICATIONS REPAIR	.00	.00	100.00	100.00	.0
TOTAL EXPENDITURES	70,718.04	712,093.56	915,050.00	202,956.44	77.8
TOTAL FUND EXPENDITURES	70,718.04	712,093.56	915,050.00	202,956.44	77.8
NET REVENUE OVER EXPENDITURES	10,332.14	155,757.79	.00	(155,757.79)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
003-4103 CITY SALES	.00	3,959.79	5,000.00	1,040.21	79.2
003-4104 FORFEITED DISCOUNTS	.00	.00	15,000.00	15,000.00	.0
003-4106 DOMESTIC BILLING	92,882.26	926,315.97	1,000,000.00	73,684.03	92.6
003-4107 COMMERCIAL BILLING	21,849.57	212,446.09	250,000.00	37,553.91	85.0
003-4108 INDUSTRIAL BILLING	56,515.88	347,509.04	348,000.00	490.96	99.9
003-4110 SEWER TAPS	.00	.00	450.00	450.00	.0
003-4510 GARBAGE COLLECTION FEE	361.60	3,977.60	4,000.00	22.40	99.4
003-4630 FARM INCOME	.00	.00	3,800.00	3,800.00	.0
003-4903 INTEREST INCOME	.00	426.74	450.00	23.26	94.8
003-4911 RESOLD LABOR/MATERIALS	.00	.00	1,000.00	1,000.00	.0
003-4913 LEASE - LAND, BLDG., TOWER	.00	7,650.00	.00	(7,650.00)	.0
003-4915 SPECIAL ASSESSMENTS	.00	84,305.00	.00	(84,305.00)	.0
TOTAL REVENUES	171,609.31	1,586,590.23	1,627,700.00	41,109.77	97.5
TOTAL FUND REVENUE	171,609.31	1,586,590.23	1,627,700.00	41,109.77	97.5

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
003-7020	OPERATION LABOR	14,012.44	147,944.74	190,550.00	42,605.26 77.6
003-7031	SLUDGE PROCESS	7,119.00	32,580.05	25,750.00 (	6,830.05) 126.5
003-7082	MISC. TREATMENT PLANT EXPENSE	.00	3,022.73	2,060.00 (	962.73) 146.7
003-7091	MAINT. OF TREAT PLANT-MATERIAL	.00	1,222.27	2,060.00	837.73 59.3
003-7201	MAINT.-TREAT PLANT EQUIP. MTRL	1,937.56	13,615.03	12,360.00 (	1,255.03) 110.2
003-7202	MAINT.-TREAT PLANT EQUIP-LABOR	905.52	8,208.61	103.00 (	8,105.61) 7969.5
003-7220	BLDG & GRD MAINT.	.00	5,030.35	5,150.00	119.65 97.7
003-7230	JANITORIAL SUPPLIES	.00	104.18	412.00	307.82 25.3
003-7282	LAB	2,169.16	27,518.81	10,300.00 (	17,218.81) 267.2
003-7283	LAB - LABOR	.00	9,233.65	2,060.00 (	7,173.65) 448.2
003-7460	VEHICLE	.00	1,082.84	.00 (	1,082.84) .0
003-7470	MEETING & TRAINING	.00	.00	515.00	515.00 .0
003-7530	UTILITIES	10,919.87	120,342.72	191,085.00	70,742.28 63.0
003-7600	VACATION, SICK, HOLIDAY PAY	1,761.10	15,465.71	21,630.00	6,164.29 71.5
003-7630	FARM EXPENSE	.00	6,579.22	8,240.00	1,660.78 79.8
003-8022	MAINT. OF MAINS - LABOR	403.63	8,015.26	7,725.00 (	290.26) 103.8
003-8032	MAINT. OF LATERALS - LABOR	287.62	1,057.60	1,030.00 (	27.60) 102.7
003-8062	MAINT. OF LIFT STATION - LABOR	.00	765.30	1,030.00	264.70 74.3
003-8101	MAINT OF SEWER LINE EQUIP	.00	1,935.38	2,060.00	124.62 94.0
003-8231	JANITORIAL LABOR	221.40	2,628.90	.00 (	2,628.90) .0
003-8460	VEHICLE EXPENSE	118.21	2,833.49	2,060.00 (	773.49) 137.6
003-8461	VEHICLE EXPENSE - LABOR	.00	.00	1,030.00	1,030.00 .0
003-8480	MEETING/TRAINING	180.00	1,305.00	1,030.00 (	275.00) 126.7
003-8500	MISC. OPERATION	234.51	259.10	515.00	255.90 50.3
003-9401	SALARIES - MEDIA	268.26	2,960.39	3,090.00	129.61 95.8
003-9408	SALARIES - TECHNOLOGY	657.88	7,269.12	9,000.00	1,730.88 80.8
003-9410	SALARIES - ADMINISTRATIVE	1,708.64	18,773.56	28,000.00	9,226.44 67.1
003-9440	GENERAL OFFICE SALARIES	3,418.26	53,748.09	70,000.00	16,251.91 76.8
003-9460	MAYOR, COUNCIL, CLERK SALARIES	1,644.26	20,182.82	24,720.00	4,537.18 81.7
003-9570	METER READING - LABOR	.00	2,510.10	3,914.00	1,403.90 64.1
003-9590	RETIREMENT CONTRIBUTIONS	1,650.14	17,968.96	24,000.00	6,031.04 74.9
003-9600	VACATION, SICK, HOLIDAY PAY	.00	.00	12,360.00	12,360.00 .0
003-9610	SOCIAL SECURITY TAX	1,915.73	21,697.83	27,000.00	5,302.17 80.4
003-9620	MEDICAL & LIFE INSURANCE	4,976.12	57,187.49	75,000.00	17,812.51 76.3
003-9623	HR CONSULTING FEES	.00	833.61	1,442.00	608.39 57.8
003-9640	UNIFORMS	250.74	2,534.01	3,605.00	1,070.99 70.3
003-9650	POSTAGE	636.56	4,293.03	5,150.00	856.97 83.4
003-9660	TELEPHONE	156.69	1,622.21	3,090.00	1,467.79 52.5
003-9670	MISC. GENERAL	.00	.00	515.00	515.00 .0
003-9680	OFFICE RENTAL	265.00	2,650.00	3,605.00	955.00 73.5
003-9690	EASEMENTS, LICENSES	284.85	2,084.85	2,575.00	490.15 81.0
003-9720	INSURANCE	5,631.93	59,248.56	70,040.00	10,791.44 84.6
003-9740	OFFICE EQUIP REPAIR & CONTRACT	.00	490.02	515.00	24.98 95.2
003-9760	MEETING & TRAINING	760.16	1,877.84	5,150.00	3,272.16 36.5
003-9780	DUES & MEMBERSHIPS	.00	.00	1,545.00	1,545.00 .0
003-9802	SEWER INSPECTIONS	.00	.00	103.00	103.00 .0
003-9820	AUDIT EXPENSE	.00	2,500.00	2,575.00	75.00 97.1
003-9840	ENG., ARCH., ABSTRACT, MEDICAL	260.30	3,311.00	24,720.00	21,409.00 13.4
003-9860	LEGAL SERVICE	.00	.00	8,240.00	8,240.00 .0
003-9880	PUBLICATIONS, LEGAL	38.33	38.33	.00 (	38.33) .0
003-9900	OFFICE SUPPLIES	110.44	3,067.46	3,090.00	22.54 99.3
003-9910	SOFTWARE & UPGRADES	3,074.67	8,589.13	10,300.00	1,710.87 83.4

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
003-9915 COMPUTERS & EQUIPMENT	8.35	1,287.31	12,360.00	11,072.69	10.4
003-9920 MAPPING & RECORDS	850.11	8,328.90	5,150.00	(3,178.90)	161.7
003-9926 ONLINE PAYMENT FEES	495.61	4,818.42	.00	(4,818.42)	.0
003-9950 BAD DEBT EXPENSE	.00	.00	2,678.00	2,678.00	.0
003-9970 DEBT EXPENSE AMORTIZATION	.00	524,092.28	524,100.00	7.72	100.0
003-9971 BOND INTEREST	.00	170,847.72	170,890.00	42.28	100.0
003-9980 ANSWERING SERVICE	13.50	122.34	165.00	42.66	74.2
003-9990 RADIO & COMMUNICATIONS REPAIR	.00	.00	258.00	258.00	.0
TOTAL EXPENDITURES	69,346.55	1,415,686.32	1,627,700.00	212,013.68	87.0
TOTAL FUND EXPENDITURES	69,346.55	1,415,686.32	1,627,700.00	212,013.68	87.0
NET REVENUE OVER EXPENDITURES	102,262.76	170,903.91	.00	(170,903.91)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
050-4001	PROPERTY TAX - BONDS	281.99	16,771.58	25,000.00	8,228.42 67.1
050-4002	HOMESTEAD ALLOCATION	136.16	680.80	1,000.00	319.20 68.1
050-4007	MOTOR VEHICLE PRO-RATE	15.40	65.45	50.00 (	15.45) 130.9
050-4051	CONTRACT INCOME	.00	174.02	.00 (	174.02) .0
050-4102	GAS & DIESEL FUEL SALES	.00	43,444.00	.00 (	43,444.00) .0
050-4107	GS SALES	890.49	6,764.50	9,775.00	3,010.50 69.2
050-4215	PROPANE SALES	(23.27)	785.37	.00 (	785.37) .0
050-4809	LB 1091 FUNDS	.00	13,000.00	.00 (	13,000.00) .0
050-4904	MISCELLANEOUS INCOME	.00	39,981.75	.00 (	39,981.75) .0
050-4909	HANGAR RENT	4,535.97	71,274.26	112,700.00	41,425.74 63.2
050-4913	LEASE - LAND, BLDG., TOWER	.00	18,104.70	15,500.00 (	2,604.70) 116.8
	TOTAL REVENUES	5,836.74	211,046.43	164,025.00 (	47,021.43) 128.7
	TOTAL FUND REVENUE	5,836.74	211,046.43	164,025.00 (	47,021.43) 128.7
<u>{EXPENDITURES}</u>					
050-5220	TELEPHONE	125.10	1,231.30	1,380.00	148.70 89.2
050-5330	BUILDING & GROUNDS MAINT.	5,597.83	25,496.82	40,000.00	14,503.18 63.7
050-5382	CREDIT CARD FEES	.00	1,982.00	.00 (	1,982.00) .0
050-5390	PRINTING, PUBLICATIONS, LEGALS	10.64	455.81	345.00 (	110.81) 132.1
050-5791	VEHICLE/EQUIPMENT REPAIRS	404.71	6,308.86	5,750.00 (	558.86) 109.7
050-5800	VEHICLE/EQUIPMENT FUEL	.00	1,105.40	1,725.00	619.60 64.1
050-6020	MISC. SUPPLIES	.00	.00	575.00	575.00 .0
050-6190	TRANSFER TO AIRPORT AUTH. FUND	.00	337.00	.00 (	337.00) .0
050-6199	MANAGER CONTRACT	6,666.68	33,333.40	53,775.00	20,441.60 62.0
050-7530	UTILITIES	1,080.01	13,956.51	18,400.00	4,443.49 75.9
050-8500	MISC. OPERATING	.00	250.00	575.00	325.00 43.5
050-9720	INSURANCE	.00	15,725.00	15,000.00 (	725.00) 104.8
050-9860	PROFESSIONAL SERVICES	.00	5,460.00	1,500.00 (	3,960.00) 364.0
050-9970	DEBT AMORTIZATION	.00	.00	21,000.00	21,000.00 .0
050-9971	BOND INTEREST	.00	780.00	4,000.00	3,220.00 19.5
	TOTAL EXPENDITURES	13,884.97	106,422.10	164,025.00	57,602.90 64.9
	TOTAL FUND EXPENDITURES	13,884.97	106,422.10	164,025.00	57,602.90 64.9
	NET REVENUE OVER EXPENDITURES	(8,048.23)	104,624.33	.00 (	104,624.33) .0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

GENERAL FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
101-4001	13,826.47	819,714.83	1,214,000.00	394,285.17	67.5
101-4002	6,611.88	33,059.40	40,000.00	6,940.60	82.7
101-4003	.00	642,249.66	693,500.00	51,250.34	92.6
101-4004	29,167.00	301,670.00	350,000.00	48,330.00	86.2
101-4005	.00	.00	910,000.00	910,000.00	.0
101-4006	10,371.16	97,108.00	100,000.00	2,892.00	97.1
101-4007	748.15	3,155.79	3,000.00	(155.79)	105.2
101-4010	2,663.84	32,428.59	25,000.00	(7,428.59)	129.7
101-4011	2,297.60	65,996.45	50,000.00	(15,996.45)	132.0
101-4012	10,000.00	221,276.88	245,000.00	23,723.12	90.3
101-4013	40.00	2,362.50	2,700.00	337.50	87.5
101-4015	1,515.19	48,516.81	40,000.00	(8,516.81)	121.3
101-4019	.00	4,765.00	.00	(4,765.00)	.0
101-4900	4,333.00	43,330.00	40,000.00	(3,330.00)	108.3
101-4903	38.45	279.17	500.00	220.83	55.8
101-4904	412.23	808.29	.00	(808.29)	.0
101-4919	91,114.61	901,378.24	.00	(901,378.24)	.0
TOTAL REVENUES	173,139.58	3,218,099.61	3,713,700.00	495,600.39	86.7
TOTAL FUND REVENUE	173,139.58	3,218,099.61	3,713,700.00	495,600.39	86.7

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

GENERAL FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
101-5163 HR CONSULTING FEES	.00	833.61	2,400.00	1,566.39	34.7
101-5330 BUILDING & GROUNDS MAINT.	53.05	53.05	2,000.00	1,946.95	2.7
101-5381 CIVIL SERVICE COMMISSION	.00	388.43	1,000.00	611.57	38.8
101-5390 PRINTING, PUBLICATIONS, LEGALS	947.39	3,740.49	5,000.00	1,259.51	74.8
101-5400 DUES & MEMBERSHIPS	.00	1,280.44	10,000.00	8,719.56	12.8
101-5420 COURT COSTS	101.00	215.34	500.00	284.66	43.1
101-5452 INSPECTION EXPENSE	46.27	1,292.23	1,700.00	407.77	76.0
101-5469 CITY COUNCIL TRAINING	.00	.00	5,000.00	5,000.00	.0
101-5473 NUISANCE PROPERTIES	.00	.00	5,000.00	5,000.00	.0
101-5480 PLANNING COMMISSION	19.64	134.69	10,000.00	9,865.31	1.4
101-5490 EMERGENCY MANAGEMENT	74.91	747.34	3,000.00	2,252.66	24.9
101-5690 BOOKS, MAGAZINES, PERIODICALS	.00	.00	500.00	500.00	.0
101-5750 SERVICE/CONTRACT AGREEMENTS	.00	6,200.00	5,000.00	(1,200.00)	124.0
101-5790 COMPUTER NETWORK EXPENSE	.00	365.89	5,000.00	4,634.11	7.3
101-5969 ELECTION EXPENSE	.00	1,796.31	1,000.00	(796.31)	179.6
101-6020 MISC. SUPPLIES	.00	257.40	2,000.00	1,742.60	12.9
101-6050 COMPUTER EXPENSES	6,861.28	38,019.46	25,000.00	(13,019.46)	152.1
101-6200 TRANSFER OUT	264,976.00	2,538,525.00	3,063,505.00	524,980.00	82.9
101-6201 COMMUNITY DEVELOPMENT	2,888.94	8,097.33	10,000.00	1,902.67	81.0
101-6202 SALINE CO. AREA TRANSIT	.00	24,520.00	25,000.00	480.00	98.1
101-6206 SENIOR CITIZEN PROGRAMS	.00	7,803.00	10,000.00	2,197.00	78.0
101-6999 OPERATING RESERVE	.00	.00	11,095.00	11,095.00	.0
101-7530 UTILITIES	319.24	3,434.84	5,000.00	1,565.16	68.7
101-8231 JANITORIAL SUPPLIES	.00	316.08	.00	(316.08)	.0
101-8500 MISC. OPERATING	176.19	397.48	2,000.00	1,602.52	19.9
101-9401 SALARIES - MEDIA	335.34	3,700.58	4,150.00	449.42	89.2
101-9405 SALARIES - OPERATIONAL	16,636.12	173,950.80	126,500.00	(47,450.80)	137.5
101-9408 SALARIES - TECHNOLOGY	3,349.20	37,006.26	43,000.00	5,993.74	86.1
101-9409 SALARIES - COMM DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
101-9450 SALARIES - BUILDING INSPECTOR	.00	.00	78,000.00	78,000.00	.0
101-9590 RETIREMENT CONTRIBUTIONS	1,047.11	12,206.32	18,000.00	5,793.68	67.8
101-9610 SOCIAL SECURITY TAX	1,477.48	15,054.04	19,600.00	4,545.96	76.8
101-9620 MEDICAL & LIFE INSURANCE	3,321.44	35,549.90	105,500.00	69,950.10	33.7
101-9640 UNIFORMS	.00	78.31	500.00	421.69	15.7
101-9650 POSTAGE	100.00	1,919.11	3,000.00	1,080.89	64.0
101-9680 OFFICE RENTAL	187.50	1,875.00	2,250.00	375.00	83.3
101-9720 INSURANCE	40.00	20,613.86	30,500.00	9,886.14	67.6
101-9740 COPIER EXPENSE	.00	1,313.53	2,000.00	686.47	65.7
101-9760 MEETING & TRAINING	420.00	910.00	6,000.00	5,090.00	15.2
101-9820 AUDIT EXPENSE	.00	3,500.00	5,000.00	1,500.00	70.0
101-9860 PROFESSIONAL SERVICES	.00	1,827.75	1,000.00	(827.75)	182.8
101-9900 OFFICE SUPPLIES	.00	1,732.87	3,000.00	1,267.13	57.8
101-9920 MAPPING & RECORDS	93.26	4,394.42	50,000.00	45,605.58	8.8
TOTAL EXPENDITURES	303,471.36	2,954,051.16	3,713,700.00	759,648.84	79.5
TOTAL FUND EXPENDITURES	303,471.36	2,954,051.16	3,713,700.00	759,648.84	79.5

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

GENERAL FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(130,331.78)	264,048.45	.00	(264,048.45)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SALES TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
102-4005 CITY SALES TAX	182,229.22	1,802,756.26	1,850,000.00	47,243.74	97.5
102-4903 INTEREST INCOME	.00	21.79	.00	(21.79)	.0
102-4904 MISC. INCOME	.00	841.01	.00	(841.01)	.0
TOTAL REVENUES	182,229.22	1,803,619.06	1,850,000.00	46,380.94	97.5
TOTAL FUND REVENUE	182,229.22	1,803,619.06	1,850,000.00	46,380.94	97.5
<u>{EXPENDITURES}</u>					
102-5250 DISBURSEMENTS	.00	1,708.34	.00	(1,708.34)	.0
102-6200 TRANSFER OUT	182,229.22	1,801,888.94	1,850,000.00	48,111.06	97.4
TOTAL EXPENDITURES	182,229.22	1,803,597.28	1,850,000.00	46,402.72	97.5
TOTAL FUND EXPENDITURES	182,229.22	1,803,597.28	1,850,000.00	46,402.72	97.5
NET REVENUE OVER EXPENDITURES	.00	21.78	.00	(21.78)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

KENO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
103-4017 KENO INCOME	8,328.63	91,650.02	65,000.00	(26,650.02)	141.0
103-4900 TRANSFERS IN	.00	.00	60,000.00	60,000.00	.0
103-4903 INTEREST INCOME	.00	3.23	.00	(3.23)	.0
TOTAL REVENUES	<u>8,328.63</u>	<u>91,653.25</u>	<u>125,000.00</u>	<u>33,346.75</u>	<u>73.3</u>
TOTAL FUND REVENUE	<u>8,328.63</u>	<u>91,653.25</u>	<u>125,000.00</u>	<u>33,346.75</u>	<u>73.3</u>
 <u>{EXPENDITURES}</u>					
103-5251 TAX, AUDIT, LICENSE	10,088.00	43,019.00	25,000.00	(18,019.00)	172.1
103-6201 COMMUNITY DEVELOPMENT	.00	.00	100,000.00	100,000.00	.0
TOTAL EXPENDITURES	<u>10,088.00</u>	<u>43,019.00</u>	<u>125,000.00</u>	<u>81,981.00</u>	<u>34.4</u>
TOTAL FUND EXPENDITURES	<u>10,088.00</u>	<u>43,019.00</u>	<u>125,000.00</u>	<u>81,981.00</u>	<u>34.4</u>
NET REVENUE OVER EXPENDITURES	<u>(1,759.37)</u>	<u>48,634.25</u>	<u>.00</u>	<u>(48,634.25)</u>	<u>.0</u>

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

BONDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
150-4001	2,271.85	132,605.58	200,000.00	67,394.42	66.3
150-4002	1,089.28	5,446.40	5,000.00	(446.40)	108.9
150-4005	.00	.00	330,000.00	330,000.00	.0
150-4007	123.26	497.73	300.00	(197.73)	165.9
150-4903	.00	59.80	.00	(59.80)	.0
150-4915	4,841.94	25,291.48	20,700.00	(4,591.48)	122.2
150-4919	35,057.31	345,689.10	.00	(345,689.10)	.0
	<u>43,383.64</u>	<u>509,590.09</u>	<u>556,000.00</u>	<u>46,409.91</u>	<u>91.7</u>
	<u>43,383.64</u>	<u>509,590.09</u>	<u>556,000.00</u>	<u>46,409.91</u>	<u>91.7</u>
<u>{EXPENDITURES}</u>					
150-9860	.00	1,581.00	2,000.00	419.00	79.1
150-9970	.00	390,000.00	385,000.00	(5,000.00)	101.3
150-9971	.00	172,901.25	169,000.00	(3,901.25)	102.3
	<u>.00</u>	<u>564,482.25</u>	<u>556,000.00</u>	<u>(8,482.25)</u>	<u>101.5</u>
	<u>.00</u>	<u>564,482.25</u>	<u>556,000.00</u>	<u>(8,482.25)</u>	<u>101.5</u>
	<u>43,383.64</u>	<u>(54,892.16)</u>	<u>.00</u>	<u>54,892.16</u>	<u>.0</u>

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

INSURANCE CONTINGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
171-4900	TRANSFERS IN	.00	.00	100,000.00	100,000.00	.0
	TOTAL REVENUES	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND REVENUE	.00	.00	100,000.00	100,000.00	.0
<u>{EXPENDITURES}</u>						
171-6141	RESERVE & PAYOUTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CAPITAL RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
173-4066	POLICE TRANSFER	.00	290,976.36	.00	(290,976.36)	.0
173-4067	STREET RESERVE	875.00	8,750.00	54,000.00	45,250.00	16.2
173-4903	INTEREST INCOME	.00	22.80	.00	(22.80)	.0
173-4913	LEASE-LAND, BLDG, TOWER	750.00	7,500.00	9,000.00	1,500.00	83.3
TOTAL REVENUES		1,625.00	307,249.16	63,000.00	(244,249.16)	487.7
TOTAL FUND REVENUE		1,625.00	307,249.16	63,000.00	(244,249.16)	487.7
<u>{EXPENDITURES}</u>						
173-6008	STREET RESERVE	.00	.00	12,370.00	12,370.00	.0
173-6009	POLICE TRANSFER	1,310.00	13,100.00	50,630.00	37,530.00	25.9
TOTAL EXPENDITURES		1,310.00	13,100.00	63,000.00	49,900.00	20.8
TOTAL FUND EXPENDITURES		1,310.00	13,100.00	63,000.00	49,900.00	20.8
NET REVENUE OVER EXPENDITURES		315.00	294,149.16	.00	(294,149.16)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
201-4000 GENERAL FUND TRANSFER	120,179.00	1,207,856.00	1,448,215.00	240,359.00	83.4
201-4021 SCHOOL SHARE OF COPS	.00	62,662.55	63,000.00	337.45	99.5
201-4022 PARKING FINES	120.00	7,960.30	.00	(7,960.30)	.0
201-4023 VEHICLE IMPOUND	302.50	5,849.66	6,500.00	650.34	90.0
201-4074 COPIER SERVICES	5.00	295.00	350.00	55.00	84.3
201-4800 GRANT PROCEEDS	.00	11,119.66	8,674.00	(2,445.66)	128.2
201-4901 ABANDONED VEHICLE DISPOSAL	.00	934.50	1,800.00	865.50	51.9
201-4904 MISC. INCOME	3,165.00	3,464.50	200.00	(3,264.50)	1732.3
201-4905 RESERVE TRANSFER	1,310.00	13,100.00	50,630.00	37,530.00	25.9
201-4919 SALES TAX TRANSFER	10,500.00	105,000.00	126,000.00	21,000.00	83.3
TOTAL REVENUES	135,581.50	1,418,242.17	1,705,369.00	287,126.83	83.2
TOTAL FUND REVENUE	135,581.50	1,418,242.17	1,705,369.00	287,126.83	83.2

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
201-5120 RECRUITMENT	267.50	2,841.82	2,650.00	(191.82)	107.2
201-5163 HR CONSULTING FEES	.00	2,707.89	4,000.00	1,292.11	67.7
201-5180 WORKMANS COMP. INS.	.00	34,443.12	.00	(34,443.12)	.0
201-5215 GAS & ELECTRICITY	800.66	8,294.29	12,464.00	4,169.71	66.6
201-5220 TELEPHONE	428.46	10,798.21	15,900.00	5,101.79	67.9
201-5329 GENERAL MAINT. & REPAIR	859.14	6,387.92	10,020.00	3,632.08	63.8
201-5370 COMMUNITY POLICING	.00	530.46	2,500.00	1,969.54	21.2
201-5382 TRANSLATOR SERVICES	.00	21.00	200.00	179.00	10.5
201-5383 ARRESTEE MEDICAL	.00	.00	1,000.00	1,000.00	.0
201-5390 PRINTING, PUBLICATIONS, LEGALS	1,016.00	1,141.41	1,100.00	(41.41)	103.8
201-5400 DUES & MEMBERSHIPS	.00	590.00	800.00	210.00	73.8
201-5540 COMPUTER SUPPLIES	.00	165.56	1,100.00	934.44	15.1
201-5610 FIRING RANGE EXPENSE	32.57	388.71	2,500.00	2,111.29	15.6
201-5620 AMMUNITION	.00	3,261.20	3,300.00	38.80	98.8
201-5630 UNIFORMS & ACCESSORIES	.00	210.80	.00	(210.80)	.0
201-5660 SPECIAL INVESTIGATIONS	.00	1,703.03	2,500.00	796.97	68.1
201-5690 BOOKS, MAGAZINES, PERIODICALS	.00	162.75	525.00	362.25	31.0
201-5790 COMPUTER NETWORK EXPENSE	1,724.00	17,389.34	19,500.00	2,110.66	89.2
201-5791 VEHICLE/EQUIPMENT REPAIRS	340.00	3,505.41	7,300.00	3,794.59	48.0
201-5800 VEHICLE/EQUIPMENT FUEL	.00	5,208.93	12,200.00	6,991.07	42.7
201-5801 VEHICLE/EQUIP. OIL & GREASE	36.60	506.93	500.00	(6.93)	101.4
201-5810 TIRES & TIRE REPAIR	25.00	1,628.80	1,800.00	171.20	90.5
201-5812 VEHICLE TOWING & IMPOUNDMENT	105.00	4,651.75	7,200.00	2,548.25	64.6
201-6026 CAPITAL OUTLAY	9,035.00	90,350.00	147,300.00	56,950.00	61.3
201-6050 COMPUTER EXPENSES	1,265.75	8,411.44	6,800.00	(1,611.44)	123.7
201-6998 FOP AMORTIZATION	.00	.00	20,500.00	20,500.00	.0
201-6999 OPERATING RESERVE	.00	.00	17,400.00	17,400.00	.0
201-8500 MISC. OPERATING	167.80	606.26	850.00	243.74	71.3
201-9400 SALARIES - CUSTODIAL	442.94	5,205.75	3,200.00	(2,005.75)	162.7
201-9401 SALARIES - MEDIA	268.26	2,960.39	3,050.03	89.64	97.1
201-9405 SALARIES - OPERATIONAL	66,344.30	739,568.42	894,776.62	155,208.20	82.7
201-9418 SALARIES - INTERPRET	.00	283.14	1,400.00	1,116.86	20.2
201-9419 SALARIES - UNANTICIPATED OT	703.39	23,028.30	7,009.72	(16,018.58)	328.5
201-9423 SALARIES - HOLIDAY OT	.00	27,861.09	37,000.00	9,138.91	75.3
201-9424 SALARIES - TRAFFIC GRANT OT	.00	11,555.94	8,673.88	(2,882.06)	133.2
201-9426 TRAINING OT	409.36	409.36	.00	(409.36)	.0
201-9590 RETIREMENT CONTRIBUTIONS	4,628.69	55,101.91	66,535.72	11,433.81	82.8
201-9610 SOCIAL SECURITY TAX	4,907.64	56,126.21	72,714.03	16,587.82	77.2
201-9620 MEDICAL & LIFE INSURANCE	15,431.79	173,245.31	242,500.00	69,254.69	71.4
201-9650 POSTAGE	.00	1,125.56	1,450.00	324.44	77.6
201-9720 INSURANCE	.00	11,917.08	43,000.00	31,082.92	27.7
201-9740 COPIER EXPENSE	.00	1,662.90	1,500.00	(162.90)	110.9
201-9760 MEETING & TRAINING	770.00	4,215.09	6,250.00	2,034.91	67.4
201-9765 MILEAGE	.00	.00	300.00	300.00	.0
201-9860 PROFESSIONAL SERVICES	.00	288.00	4,000.00	3,712.00	7.2
201-9900 OFFICE SUPPLIES	499.81	2,299.47	3,100.00	800.53	74.2
201-9990 RADIO & COMMUNICATION REPAIR	.00	560.48	7,000.00	6,439.52	8.0
TOTAL EXPENDITURES	110,509.66	1,323,321.43	1,705,369.00	382,047.57	77.6

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	110,509.66	1,323,321.43	1,705,369.00	382,047.57	77.6
NET REVENUE OVER EXPENDITURES	25,071.84	94,920.74	.00	(94,920.74)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

DISPATCH

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
202-4000	GENERAL FUND TRANSFER	24,656.00	241,628.00	290,940.00	49,312.00	83.1
202-4365	911 LINE SURCHARGE	1,743.00	14,038.00	13,100.00	(938.00)	107.2
	TOTAL REVENUES	26,399.00	255,666.00	304,040.00	48,374.00	84.1
	TOTAL FUND REVENUE	26,399.00	255,666.00	304,040.00	48,374.00	84.1
<u>{EXPENDITURES}</u>						
202-5220	TELEPHONE	1,101.57	10,781.78	11,700.00	918.22	92.2
202-5367	NRIN	.00	.00	1,000.00	1,000.00	.0
202-6026	CAPITAL OUTLAY	.00	.00	7,900.00	7,900.00	.0
202-6050	COMPUTER EXPENSES	.00	.00	1,450.00	1,450.00	.0
202-6999	OPERATING RESERVE	.00	.00	4,490.00	4,490.00	.0
202-9750	CONTRACTUAL	62,500.00	250,000.00	257,500.00	7,500.00	97.1
202-9860	PROFESSIONAL SERVICES	5,000.00	20,000.00	20,000.00	.00	100.0
	TOTAL EXPENDITURES	68,601.57	280,781.78	304,040.00	23,258.22	92.4
	TOTAL FUND EXPENDITURES	68,601.57	280,781.78	304,040.00	23,258.22	92.4
	NET REVENUE OVER EXPENDITURES	(42,202.57)	(25,115.78)	.00	25,115.78	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

COMMUNITY SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
203-4000 GENERAL FUND TRANSFER	7,367.00	53,420.00	68,155.60	14,735.60	78.4
203-4032 ANIMAL FINES & LICENSES	330.00	4,707.50	4,500.00	(207.50)	104.6
203-4034 STATE ANIMAL TAX FEE	28.75	393.75	275.00	(118.75)	143.2
203-4035 IMPOUND FEES	.00	645.00	750.00	105.00	86.0
203-4036 VETERINARY FEES REFUNDED	.00	709.69	1,000.00	290.31	71.0
TOTAL REVENUES	7,725.75	59,875.94	74,680.60	14,804.66	80.2
TOTAL FUND REVENUE	7,725.75	59,875.94	74,680.60	14,804.66	80.2
 <u>{EXPENDITURES}</u>					
203-5345 BOARDING & DISPOSAL	664.48	4,845.37	7,800.00	2,954.63	62.1
203-5791 VEHICLE/EQUIPMENT REPAIRS	.00	156.99	550.00	393.01	28.5
203-5800 VEHICLE/EQUIPMENT FUEL	.00	417.20	850.00	432.80	49.1
203-5810 TIRES & TIRE REPAIR	.00	.00	100.00	100.00	.0
203-6999 OPERATING RESERVE	.00	.00	738.12	738.12	.0
203-9405 SALARIES - OPERATIONAL	2,159.99	21,792.67	40,569.10	18,776.43	53.7
203-9590 RETIREMENT CONTRIBUTIONS	.00	71.42	2,839.84	2,768.42	2.5
203-9610 SOCIAL SECURITY TAX	145.40	1,431.82	3,103.54	1,671.72	46.1
203-9620 MEDICAL & LIFE INSURANCE	1,095.37	9,061.57	16,000.00	6,938.43	56.6
203-9720 INSURANCE	.00	1,026.96	2,000.00	973.04	51.4
203-9980 ANSWERING SERVICE	10.80	97.87	130.00	32.13	75.3
TOTAL EXPENDITURES	4,076.04	38,901.87	74,680.60	35,778.73	52.1
TOTAL FUND EXPENDITURES	4,076.04	38,901.87	74,680.60	35,778.73	52.1
NET REVENUE OVER EXPENDITURES	3,649.71	20,974.07	.00	(20,974.07)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

STOP FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
204-4900	TRANSFERS IN	.00	.00	1,500.00	1,500.00	.0
204-4904	MISC. INCOME	.00	.00	200.00	200.00	.0
	TOTAL REVENUES	.00	.00	1,700.00	1,700.00	.0
	TOTAL FUND REVENUE	.00	.00	1,700.00	1,700.00	.0
<u>{EXPENDITURES}</u>						
204-5974	STOP DISBURSEMENTS	.00	.00	1,700.00	1,700.00	.0
	TOTAL EXPENDITURES	.00	.00	1,700.00	1,700.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,700.00	1,700.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

FIRE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
301-4051 RURAL FIRE CONTRACTS	.00	29,000.00	33,000.00	4,000.00	87.9
301-4900 TRANSFERS IN	8,183.00	81,830.00	101,275.00	19,445.00	80.8
TOTAL REVENUES	8,183.00	110,830.00	134,275.00	23,445.00	82.5
TOTAL FUND REVENUE	8,183.00	110,830.00	134,275.00	23,445.00	82.5
<u>{EXPENDITURES}</u>					
301-5330 BUILDING & GROUNDS MAINT.	482.89	2,786.04	6,000.00	3,213.96	46.4
301-5336 TRAINING GROUNDS	6,000.00	6,000.00	1,000.00	(5,000.00)	600.0
301-5340 OUTSIDE SERVICES	208.50	708.50	500.00	(208.50)	141.7
301-5390 PRINTING, PUBLICATIONS, LEGALS	.00	120.25	500.00	379.75	24.1
301-5400 DUES & MEMBERSHIPS	.00	200.00	2,000.00	1,800.00	10.0
301-5495 FIRE PREVENTION	.00	.00	500.00	500.00	.0
301-5500 RETENTION	.00	673.00	.00	(673.00)	.0
301-5541 JANITORIAL SUPPLIES	.00	.00	500.00	500.00	.0
301-5690 BOOKS, MAGAZINES, PERIODICALS	.00	.00	200.00	200.00	.0
301-5790 COMPUTER NETWORK EXPENSE	638.00	7,124.86	7,900.00	775.14	90.2
301-5791 VEHICLE/EQUIPMENT REPAIRS	15.78	3,169.41	10,500.00	7,330.59	30.2
301-5800 VEHICLE/EQUIPMENT FUEL	287.19	4,776.31	9,000.00	4,223.69	53.1
301-5810 TIRES & TIRE REPAIR	.00	.00	2,000.00	2,000.00	.0
301-6020 MISC. SUPPLIES	436.73	474.72	500.00	25.28	94.9
301-6050 COMPUTER EXPENSES	601.94	5,326.78	.00	(5,326.78)	.0
301-6999 OPERATING RESERVE	.00	.00	1,350.00	1,350.00	.0
301-7530 UTILITIES	1,512.76	22,935.76	29,500.00	6,564.24	77.8
301-8500 MISC. OPERATING	.00	1,030.66	1,500.00	469.34	68.7
301-9400 SALARIES - CUSTODIAL	.00	.00	875.00	875.00	.0
301-9405 SALARIES - OPERATIONAL	3,579.45	28,300.55	15,500.00	(12,800.55)	182.6
301-9495 SALARIES - 1ST RESPONDER	64.00	64.00	.00	(64.00)	.0
301-9610 SOCIAL SECURITY TAX	278.73	2,109.43	1,300.00	(809.43)	162.3
301-9620 MEDICAL & LIFE INSURANCE	65.91	576.92	1,750.00	1,173.08	33.0
301-9720 INSURANCE	.00	44,409.96	30,000.00	(14,409.96)	148.0
301-9740 COPIER EXPENSE	.00	245.70	600.00	354.30	41.0
301-9760 MEETING & TRAINING	.00	869.70	7,000.00	6,130.30	12.4
301-9860 PROFESSIONAL SERVICES	.00	133.00	.00	(133.00)	.0
301-9900 OFFICE SUPPLIES	.00	88.48	700.00	611.52	12.6
301-9990 RADIO & COMMUNICATION REPAIR	.00	4,560.33	3,100.00	(1,460.33)	147.1
TOTAL EXPENDITURES	14,171.88	136,684.36	134,275.00	(2,409.36)	101.8
TOTAL FUND EXPENDITURES	14,171.88	136,684.36	134,275.00	(2,409.36)	101.8
NET REVENUE OVER EXPENDITURES	(5,988.88)	(25,854.36)	.00	25,854.36	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

RESCUE & TRANSFER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
302-4052 RESCUE CALLS	27,146.13	258,363.95	350,000.00	91,636.05	73.8
302-4800 GRANT PROCEEDS	.00	620.00	.00	(620.00)	.0
TOTAL REVENUES	27,146.13	258,983.95	350,000.00	91,016.05	74.0
TOTAL FUND REVENUE	27,146.13	258,983.95	350,000.00	91,016.05	74.0
<u>{EXPENDITURES}</u>					
302-5265 OXYGEN	159.75	2,237.07	.00	(2,237.07)	.0
302-5331 EQUIPMENT	.00	538.38	.00	(538.38)	.0
302-5340 OUTSIDE SERVICES	3,200.04	40,050.64	65,745.00	25,694.36	60.9
302-5341 MEDICAL SUPPLIES	2,878.22	11,596.10	15,000.00	3,403.90	77.3
302-5342 ALS SERVICE FEES	1,950.00	4,856.00	20,000.00	15,144.00	24.3
302-5343 ALS PARAMEDIC FEES	265.65	3,479.59	5,500.00	2,020.41	63.3
302-5791 VEHICLE/EQUIPMENT REPAIRS	.00	1,216.44	4,635.00	3,418.56	26.2
302-5800 VEHICLE/EQUIPMENT FUEL	.00	39.98	5,150.00	5,110.02	.8
302-5810 TIRES & TIRE REPAIR	.00	.00	2,060.00	2,060.00	.0
302-6140 RESERVE TRANSFER	8,183.00	81,830.00	101,275.00	19,445.00	80.8
302-6999 OPERATING RESERVE	.00	.00	3,600.00	3,600.00	.0
302-8500 MISC. OPERATING	35.00	1,670.75	515.00	(1,155.75)	324.4
302-9405 SALARIES - OPERATIONAL	.00	8,825.75	65,000.00	56,174.25	13.6
302-9496 SALARIES - RESCUE RESPONSE	7,690.55	91,311.43	30,000.00	(61,311.43)	304.4
302-9610 SOCIAL SECURITY TAX	588.37	7,010.29	7,250.00	239.71	96.7
302-9620 MEDICAL & LIFE INSURANCE	.00	15.58	.00	(15.58)	.0
302-9720 INSURANCE	.00	8,957.65	15,000.00	6,042.35	59.7
302-9760 MEETING & TRAINING	.00	1,355.55	8,240.00	6,884.45	16.5
302-9860 PROFESSIONAL SERVICES	.00	.00	1,030.00	1,030.00	.0
TOTAL EXPENDITURES	24,950.58	264,991.20	350,000.00	85,008.80	75.7
TOTAL FUND EXPENDITURES	24,950.58	264,991.20	350,000.00	85,008.80	75.7
NET REVENUE OVER EXPENDITURES	2,195.55	(6,007.25)	.00	6,007.25	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

EQUIPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
303-4000 GENERAL FUND TRANSFER	1,250.00	12,500.00	15,000.00	2,500.00	83.3
303-4904 MISC. INCOME	.00	17,193.75	.00	(17,193.75)	.0
303-4906 DONATIONS	.00	50.00	59,000.00	58,950.00	.1
TOTAL REVENUES	1,250.00	29,743.75	74,000.00	44,256.25	40.2
TOTAL FUND REVENUE	1,250.00	29,743.75	74,000.00	44,256.25	40.2
 <u>{EXPENDITURES}</u>					
303-5260 EQUIPMENT - MISC.	.00	5,642.34	1,000.00	(4,642.34)	564.2
303-5261 COATS, BOOTS, HELMETS, GLOVES	.00	18,706.95	25,000.00	6,293.05	74.8
303-5262 FOAM	.00	.00	600.00	600.00	.0
303-5263 HOSE & NOZZLES	.00	2,026.33	10,000.00	7,973.67	20.3
303-5264 BREATHING APPARATUS	5,485.90	23,817.82	8,000.00	(15,817.82)	297.7
303-5270 RADIO REPLACEMENT	.00	664.73	5,000.00	4,335.27	13.3
303-5271 RESCUE UNIT EQUIP.	.00	.00	10,000.00	10,000.00	.0
303-6999 OPERATING RESERVE	.00	.00	14,400.00	14,400.00	.0
TOTAL EXPENDITURES	5,485.90	50,858.17	74,000.00	23,141.83	68.7
TOTAL FUND EXPENDITURES	5,485.90	50,858.17	74,000.00	23,141.83	68.7
NET REVENUE OVER EXPENDITURES	(4,235.90)	(21,114.42)	.00	21,114.42	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

EQUIPMENT II

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
304-4000 GENERAL FUND TRANSFER	4,167.00	41,670.00	50,000.00	8,330.00	83.3
304-4900 TRANSFERS IN	.00	.00	19,000.00	19,000.00	.0
304-4902 SALE OF EQUIPMENT	.00	.00	50,000.00	50,000.00	.0
304-4903 INTEREST INCOME	31.16	227.12	.00	(227.12)	.0
304-4906 DONATIONS	.00	200,000.00	200,000.00	.00	100.0
304-4909 RENTAL	.00	(1,129.70)	6,000.00	7,129.70	(18.8)
TOTAL REVENUES	4,198.16	240,767.42	325,000.00	84,232.58	74.1
TOTAL FUND REVENUE	4,198.16	240,767.42	325,000.00	84,232.58	74.1
 <u>{EXPENDITURES}</u>					
304-5321 LAND, STRUCTURES	.00	1,748.42	.00	(1,748.42)	.0
304-6135 EQUIPMENT	.00	96,147.00	325,000.00	228,853.00	29.6
TOTAL EXPENDITURES	.00	97,895.42	325,000.00	227,104.58	30.1
TOTAL FUND EXPENDITURES	.00	97,895.42	325,000.00	227,104.58	30.1
NET REVENUE OVER EXPENDITURES	4,198.16	142,872.00	.00	(142,872.00)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
401-4000 GENERAL FUND TRANSFER	8,667.00	86,670.00	104,000.00	17,330.00	83.3
401-4041 STATE ALLOC. & INCENTIVE PYMT.	77,107.07	727,333.18	697,250.00	(30,083.18)	104.3
401-4043 MOTOR VEHICLE FEES	11,121.54	42,056.66	55,000.00	12,943.34	76.5
401-4044 STATE MAINT. AGREEMENT	.00	21,966.00	21,900.00	(66.00)	100.3
401-4900 TRANSFERS IN	.00	.00	49,910.00	49,910.00	.0
401-4901 SALE OF PROPERTY	.00	94,668.25	.00	(94,668.25)	.0
401-4904 MISC. INCOME	.00	80.00	500.00	420.00	16.0
401-4909 RENTAL	.00	1,754.00	.00	(1,754.00)	.0
401-4911 SALE OF MATERIAL	(898.68)	10,332.30	3,700.00	(6,632.30)	279.3
401-4916 RENTALS(UNIFORM/EQUIP/LABOR)	.00	1,283.50	2,700.00	1,416.50	47.5
TOTAL REVENUES	95,996.93	986,143.89	934,960.00	(51,183.89)	105.5
TOTAL FUND REVENUE	95,996.93	986,143.89	934,960.00	(51,183.89)	105.5

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
401-5163	.00	1,249.89	2,060.00	810.11	60.7
401-5330	397.05	4,645.14	3,090.00	(1,555.14)	150.3
401-5390	97.50	97.50	257.50	160.00	37.9
401-5541	.00	80.92	154.50	73.58	52.4
401-5590	.00	13,689.45	15,450.00	1,760.55	88.6
401-5760	.00	.00	102.00	102.00	.0
401-5770	.00	587.50	.00	(587.50)	.0
401-5771	111.03	9,091.80	4,120.00	(4,971.80)	220.7
401-5790	333.00	3,330.00	4,120.00	790.00	80.8
401-5800	.00	8,830.02	25,750.00	16,919.98	34.3
401-5801	100.50	1,925.75	2,060.00	134.25	93.5
401-5810	49.98	12,503.49	3,605.00	(8,898.49)	346.8
401-5880	500.00	1,641.85	1,030.00	(611.85)	159.4
401-5890	146.16	1,383.90	3,090.00	1,706.10	44.8
401-5905	78.92	247.65	.00	(247.65)	.0
401-5968	125.00	34,681.93	22,660.00	(12,021.93)	153.1
401-5980	3,265.70	32,141.63	35,000.00	2,858.37	91.8
401-5985	.00	52.44	.00	(52.44)	.0
401-5990	.00	504.00	1,030.00	526.00	48.9
401-6000	545.02	2,266.51	3,399.00	1,132.49	66.7
401-6001	932.59	3,241.95	3,605.00	363.05	89.9
401-6008	875.00	8,750.00	10,500.00	1,750.00	83.3
401-6010	.00	2,308.48	3,090.00	781.52	74.7
401-6020	54.90	1,386.26	1,030.00	(356.26)	134.6
401-6026	875.00	8,750.00	10,500.00	1,750.00	83.3
401-6050	605.29	4,111.60	2,575.00	(1,536.60)	159.7
401-6463	.00	.00	3,090.00	3,090.00	.0
401-7080	27.99	843.37	.00	(843.37)	.0
401-7530	3,295.36	39,666.27	70,040.00	30,373.73	56.6
401-8500	162.50	1,735.77	1,905.00	169.23	91.1
401-9401	268.26	2,960.39	3,303.00	342.61	89.6
401-9405	32,173.30	365,020.14	370,800.00	5,779.86	98.4
401-9421	.00	.00	10,300.00	10,300.00	.0
401-9422	.00	21,726.74	8,240.00	(13,486.74)	263.7
401-9590	1,892.09	22,693.41	24,205.00	1,511.59	93.8
401-9610	2,397.47	28,306.67	40,170.00	11,863.33	70.5
401-9620	7,598.12	80,619.05	92,700.00	12,080.95	87.0
401-9640	.00	356.72	2,060.00	1,703.28	17.3
401-9650	25.00	362.98	515.00	152.02	70.5
401-9680	150.00	1,500.00	1,854.00	354.00	80.9
401-9720	.00	17,970.17	31,930.00	13,959.83	56.3
401-9740	.00	490.02	.00	(490.02)	.0
401-9760	.00	558.89	1,545.00	986.11	36.2
401-9820	.00	1,500.00	1,545.00	45.00	97.1
401-9860	.00	637.05	15,450.00	14,812.95	4.1
401-9900	110.41	792.13	515.00	(277.13)	153.8
401-9920	849.92	8,436.56	15,000.00	6,563.44	56.2
401-9970	.00	55,000.00	55,000.00	.00	100.0
401-9971	.00	12,903.75	26,000.00	13,096.25	49.6
401-9980	13.50	122.35	515.00	392.65	23.8
TOTAL EXPENDITURES	58,056.56	821,702.09	934,960.00	113,257.91	87.9

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	58,056.56	821,702.09	934,960.00	113,257.91	87.9
NET REVENUE OVER EXPENDITURES	37,940.37	164,441.80	.00	(164,441.80)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CITY HALL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
501-4000 GENERAL FUND TRANSFER	3,230.00	23,291.00	29,750.00	6,459.00	78.3
501-4909 RENTAL	1,600.00	16,014.00	19,200.00	3,186.00	83.4
TOTAL REVENUES	4,830.00	39,305.00	48,950.00	9,645.00	80.3
TOTAL FUND REVENUE	4,830.00	39,305.00	48,950.00	9,645.00	80.3
 <u>{EXPENDITURES}</u>					
501-5330 BUILDING & GROUNDS MAINT.	628.05	9,745.37	4,000.00	(5,745.37)	243.6
501-5541 JANITORIAL SUPPLIES	.00	460.41	2,000.00	1,539.59	23.0
501-5750 SERVICE/CONTRACT AGREEMENTS	.00	441.00	.00	(441.00)	.0
501-6020 MISC. SUPPLIES	215.21	380.15	.00	(380.15)	.0
501-6050 COMPUTER EXPENSES	579.44	579.44	.00	(579.44)	.0
501-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
501-7530 UTILITIES	1,484.98	14,828.90	20,000.00	5,171.10	74.1
501-8231 JANITORIAL	.00	499.98	.00	(499.98)	.0
501-8500 MISC. OPERATING	.00	43.00	250.00	207.00	17.2
501-9400 SALARIES - CUSTODIAL	442.94	5,205.75	.00	(5,205.75)	.0
501-9405 SALARIES - OPERATIONAL	244.21	2,416.64	11,500.00	9,083.36	21.0
501-9590 RETIREMENT CONTRIBUTIONS	33.80	262.45	1,000.00	737.55	26.3
501-9610 SOCIAL SECURITY TAX	47.80	529.31	800.00	270.69	66.2
501-9620 MEDICAL & LIFE INSURANCE	352.43	3,024.86	2,400.00	(624.86)	126.0
501-9720 INSURANCE	.00	5,489.82	6,000.00	510.18	91.5
TOTAL EXPENDITURES	4,028.86	43,907.08	48,950.00	5,042.92	89.7
TOTAL FUND EXPENDITURES	4,028.86	43,907.08	48,950.00	5,042.92	89.7
NET REVENUE OVER EXPENDITURES	801.14	(4,602.08)	.00	4,602.08	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

COMMUNITY CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
502-4000 GENERAL FUND TRANSFER	879.00	8,790.00	10,550.00	1,760.00	83.3
502-4909 RENTAL	280.00	1,985.00	4,000.00	2,015.00	49.6
TOTAL REVENUES	1,159.00	10,775.00	14,550.00	3,775.00	74.1
TOTAL FUND REVENUE	1,159.00	10,775.00	14,550.00	3,775.00	74.1
<u>{EXPENDITURES}</u>					
502-5330 BUILDING & GROUNDS MAINT.	.00	1,370.66	500.00	(870.66)	274.1
502-5541 JANITORIAL SUPPLIES	.00	22.32	300.00	277.68	7.4
502-5750 SERVICE/CONTRACT AGREEMENTS	46.00	230.00	.00	(230.00)	.0
502-6050 COMPUTER EXPENSES	579.44	579.44	.00	(579.44)	.0
502-6999 OPERATING RESERVE	.00	.00	1,250.00	1,250.00	.0
502-7530 UTILITIES	111.86	1,275.38	2,000.00	724.62	63.8
502-9405 SALARIES - OPERATIONAL	196.84	2,345.59	6,000.00	3,654.41	39.1
502-9590 RETIREMENT CONTRIBUTIONS	.00	7.40	.00	(7.40)	.0
502-9610 SOCIAL SECURITY TAX	15.05	171.44	1,500.00	1,328.56	11.4
502-9720 INSURANCE	.00	1,944.86	3,000.00	1,055.14	64.8
TOTAL EXPENDITURES	949.19	7,947.09	14,550.00	6,602.91	54.6
TOTAL FUND EXPENDITURES	949.19	7,947.09	14,550.00	6,602.91	54.6
NET REVENUE OVER EXPENDITURES	209.81	2,827.91	.00	(2,827.91)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

COMMUNITY ROOM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
503-4000 GENERAL FUND TRANSFER	5,363.00	5,363.00	16,090.00	10,727.00	33.3
TOTAL REVENUES	5,363.00	5,363.00	16,090.00	10,727.00	33.3
TOTAL FUND REVENUE	5,363.00	5,363.00	16,090.00	10,727.00	33.3
<u>{EXPENDITURES}</u>					
503-5330 BUILDING & GROUNDS MAINT.	.00	618.12	1,000.00	381.88	61.8
503-5541 JANITORIAL SUPPLIES	.00	273.22	750.00	476.78	36.4
503-6050 COMPUTER EXPENSES	579.44	1,179.43	1,000.00	(179.43)	117.9
503-6999 OPERATING RESERVE	.00	.00	1,500.00	1,500.00	.0
503-7530 UTILITIES	.00	5,879.16	5,000.00	(879.16)	117.6
503-8500 MISC. OPERATING	.00	28.18	.00	(28.18)	.0
503-9400 SALARIES - CUSTODIAL	.00	1,619.14	2,300.00	680.86	70.4
503-9590 RETIREMENT CONTRIBUTIONS	.00	113.34	160.00	46.66	70.8
503-9610 SOCIAL SECURITY TAX	.00	123.86	180.00	56.14	68.8
503-9720 INSURANCE	.00	4,578.87	4,200.00	(378.87)	109.0
503-9740 OFFICE EQUIP REPAIR & CONTRACT	64.79	3,261.79	.00	(3,261.79)	.0
TOTAL EXPENDITURES	644.23	17,675.11	16,090.00	(1,585.11)	109.9
TOTAL FUND EXPENDITURES	644.23	17,675.11	16,090.00	(1,585.11)	109.9
NET REVENUE OVER EXPENDITURES	4,718.77	(12,312.11)	.00	12,312.11	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

TRANSFER STATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
511-4012 FRANCHISE	3,435.20	37,787.20	38,000.00	212.80	99.4
511-4042 LANDFILL USE	(352.48)	(347.48)	.00	347.48	.0
511-4911 SALE OF MATERIAL	.00	5,983.20	900.00	(5,083.20)	664.8
TOTAL REVENUES	3,082.72	43,422.92	38,900.00	(4,522.92)	111.6
TOTAL FUND REVENUE	3,082.72	43,422.92	38,900.00	(4,522.92)	111.6
 <u>{EXPENDITURES}</u>					
511-5330 BUILDING & GROUNDS MAINT.	.00	.00	1,000.00	1,000.00	.0
511-5340 OUTSIDE SERVICES	.00	150.00	100.00	(50.00)	150.0
511-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	1,000.00	1,000.00	.0
511-5800 VEHICLE/EQUIPMENT FUEL	.00	164.40	.00	(164.40)	.0
511-5801 VEHICLE/EQUIP. OIL & GREASE	.00	.00	100.00	100.00	.0
511-5980 ASPHALT, CEMENT, GRAVEL, ROCK	.00	357.78	2,000.00	1,642.22	17.9
511-6020 MISC. SUPPLIES	.00	.00	100.00	100.00	.0
511-6050 COMPUTER EXPENSES	579.44	579.44	.00	(579.44)	.0
511-6140 RESERVE TRANSFER	642.00	6,420.00	7,794.00	1,374.00	82.4
511-6484 SECURITY	.00	.00	5,000.00	5,000.00	.0
511-7530 UTILITIES	194.74	901.53	2,000.00	1,098.47	45.1
511-9405 SALARIES - OPERATIONAL	1,115.45	12,207.57	13,500.00	1,292.43	90.4
511-9590 RETIREMENT CONTRIBUTIONS	76.07	835.74	1,000.00	164.26	83.6
511-9610 SOCIAL SECURITY TAX	84.29	922.44	1,000.00	77.56	92.2
511-9620 MEDICAL & LIFE INSURANCE	258.63	2,899.90	3,200.00	300.10	90.6
511-9720 INSURANCE	.00	828.94	1,000.00	171.06	82.9
511-9860 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
511-9980 ANSWERING SERVICE	.54	4.89	6.00	1.11	81.5
TOTAL EXPENDITURES	2,951.16	26,272.63	38,900.00	12,627.37	67.5
TOTAL FUND EXPENDITURES	2,951.16	26,272.63	38,900.00	12,627.37	67.5
NET REVENUE OVER EXPENDITURES	131.56	17,150.29	.00	(17,150.29)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

LANDFILL RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
512-4900 TRANSFERS IN	642.00	6,420.00	245,000.00	238,580.00	2.6
TOTAL REVENUES	642.00	6,420.00	245,000.00	238,580.00	2.6
TOTAL FUND REVENUE	642.00	6,420.00	245,000.00	238,580.00	2.6
<u>{EXPENDITURES}</u>					
512-5322 EQUIP.,BUILDINGS, LAND RESERVE	.00	.00	245,000.00	245,000.00	.0
TOTAL EXPENDITURES	.00	.00	245,000.00	245,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	245,000.00	245,000.00	.0
NET REVENUE OVER EXPENDITURES	642.00	6,420.00	.00	(6,420.00)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
521-4000 GENERAL FUND TRANSFER	22,760.00	226,079.00	271,600.00	45,521.00	83.2
521-4080 CAMPING FEES	1,540.00	4,891.28	5,000.00	108.72	97.8
521-4081 TOURNAMENT & FIELD USAGE FEES	265.00	775.00	800.00	25.00	96.9
521-4803 GRANTS - LOCAL	.00	.00	500.00	500.00	.0
521-4904 MISC. INCOME	.00	.00	300.00	300.00	.0
521-4906 DONATIONS	.00	.00	1,000.00	1,000.00	.0
521-4913 LEASE - LAND, BLDG., TOWER	.00	1.00	750.00	749.00	.1
TOTAL REVENUES	24,565.00	231,746.28	279,950.00	48,203.72	82.8
TOTAL FUND REVENUE	24,565.00	231,746.28	279,950.00	48,203.72	82.8

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
521-5163 HR CONSULTING FEES	.00	416.25	600.00	183.75	69.4
521-5310 SMALL TOOLS & EQUIPMENT	.00	46.68	600.00	553.32	7.8
521-5332 BLDG./GROUND MAINT, & VANDAL	459.81	2,460.56	12,500.00	10,039.44	19.7
521-5333 TABLES & GRILLS	.00	148.59	350.00	201.41	42.5
521-5334 GRASS SEED & SOD	.00	.00	600.00	600.00	.0
521-5335 VANDALISM & GRAFFITTI	.00	.00	50.00	50.00	.0
521-5390 PRINTING, PUBLICATIONS, LEGALS	264.00	264.00	100.00	(164.00)	264.0
521-5400 DUES & MEMBERSHIPS	.00	.00	250.00	250.00	.0
521-5570 CHEMICALS	.00	195.00	640.00	445.00	30.5
521-5580 RECREATION SUPPLIES	.00	.00	275.00	275.00	.0
521-5589 FIELD MATERIALS	.00	48.00	1,600.00	1,552.00	3.0
521-5791 VEHICLE/EQUIPMENT REPAIRS	190.76	941.50	2,600.00	1,658.50	36.2
521-5800 VEHICLE/EQUIPMENT FUEL	.00	1,801.01	4,700.00	2,898.99	38.3
521-5801 VEHICLE/EQUIP. OIL & GREASE	24.90	456.04	650.00	193.96	70.2
521-5810 TIRES & TIRE REPAIR	128.46	391.11	850.00	458.89	46.0
521-6020 MISC. SUPPLIES	49.11	479.01	200.00	(279.01)	239.5
521-6026 CAPITAL OUTLAY	1,667.00	16,670.00	10,000.00	(6,670.00)	166.7
521-6050 COMPUTER EXPENSES	579.44	579.44	3,000.00	2,420.56	19.3
521-6463 TREE PLANTING/REMOVAL	.00	.00	600.00	600.00	.0
521-6484 SECURITY	.00	.00	500.00	500.00	.0
521-6999 OPERATING RESERVE	.00	.00	2,700.00	2,700.00	.0
521-7530 UTILITIES	2,876.14	18,578.55	30,000.00	11,421.45	61.9
521-8500 MISC. OPERATING	.00	.00	250.00	250.00	.0
521-9405 SALARIES - OPERATIONAL	12,760.41	113,132.39	116,000.00	2,867.61	97.5
521-9410 SALARIES - ADMINISTRATIVE	.00	.00	2,100.00	2,100.00	.0
521-9421 SALARIES - PARTTIME	.00	.00	12,000.00	12,000.00	.0
521-9590 RETIREMENT CONTRIBUTIONS	640.22	6,987.98	8,100.00	1,112.02	86.3
521-9610 SOCIAL SECURITY TAX	935.92	8,156.57	9,000.00	843.43	90.6
521-9620 MEDICAL & LIFE INSURANCE	2,534.85	31,735.79	48,000.00	16,264.21	66.1
521-9680 OFFICE RENTAL	.00	.00	450.00	450.00	.0
521-9720 INSURANCE	.00	6,095.49	8,365.00	2,269.51	72.9
521-9760 MEETING & TRAINING	.00	.00	500.00	500.00	.0
521-9860 PROFESSIONAL SERVICES	.00	.00	1,800.00	1,800.00	.0
521-9980 ANSWERING SERVICE	1.62	14.68	20.00	5.32	73.4
TOTAL EXPENDITURES	23,112.64	209,598.64	279,950.00	70,351.36	74.9
TOTAL FUND EXPENDITURES	23,112.64	209,598.64	279,950.00	70,351.36	74.9
NET REVENUE OVER EXPENDITURES	1,452.36	22,147.64	.00	(22,147.64)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SWIMMING POOL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
522-4000 GENERAL FUND TRANSFER	4,633.00	40,633.00	49,900.00	9,267.00	81.4
TOTAL REVENUES	4,633.00	40,633.00	49,900.00	9,267.00	81.4
TOTAL FUND REVENUE	4,633.00	40,633.00	49,900.00	9,267.00	81.4
<u>{EXPENDITURES}</u>					
522-5330 BUILDING & GROUNDS MAINT.	3,810.51	20,715.44	4,000.00	(16,715.44)	517.9
522-5570 CHEMICALS	2,983.13	4,352.64	5,600.00	1,247.36	77.7
522-6020 MISC. SUPPLIES	46.24	462.94	1,050.00	587.06	44.1
522-6026 CAPITAL OUTLAY	.00	.00	10,000.00	10,000.00	.0
522-6050 COMPUTER EXPENSES	579.44	579.44	.00	(579.44)	.0
522-6999 OPERATING RESERVE	.00	.00	400.00	400.00	.0
522-7530 UTILITIES	190.65	990.35	14,000.00	13,009.65	7.1
522-8500 MISC. OPERATING	53.30	124.30	1,050.00	925.70	11.8
522-9405 SALARIES - OPERATIONAL	852.33	5,023.11	6,000.00	976.89	83.7
522-9590 RETIREMENT CONTRIBUTIONS	58.74	344.76	450.00	105.24	76.6
522-9610 SOCIAL SECURITY TAX	61.48	361.88	500.00	138.12	72.4
522-9620 MEDICAL & LIFE INSURANCE	234.99	1,408.50	2,300.00	891.50	61.2
522-9720 INSURANCE	.00	4,568.16	3,500.00	(1,068.16)	130.5
522-9860 PROFESSIONAL SERVICES	.00	.00	1,050.00	1,050.00	.0
TOTAL EXPENDITURES	8,870.81	38,931.52	49,900.00	10,968.48	78.0
TOTAL FUND EXPENDITURES	8,870.81	38,931.52	49,900.00	10,968.48	78.0
NET REVENUE OVER EXPENDITURES	(4,237.81)	1,701.48	.00	(1,701.48)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CAPITAL OUTLAY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
531-4034 PD TRANSFER	9,035.00	90,350.00	153,500.00	63,150.00	58.9
531-4040 STREET TRANSFER	875.00	8,750.00	54,000.00	45,250.00	16.2
531-4065 PARKS TRANSFER	1,667.00	16,670.00	.00 (	16,670.00)	.0
531-4900 TRANSFERS IN	.00	.00	55,300.00	55,300.00	.0
531-4910 VETERANS MEMORIAL CITY PARK	375.00	1,125.00	2,000.00	875.00	56.3
TOTAL REVENUES	11,952.00	116,895.00	264,800.00	147,905.00	44.1
TOTAL FUND REVENUE	11,952.00	116,895.00	264,800.00	147,905.00	44.1
 <u>{EXPENDITURES}</u>					
531-6420 POLICE CRUISERS	.00	56,615.83	74,500.00	17,884.17	76.0
531-6435 STREET & GRADE EQUIPMENT	.00	6,587.75	100,000.00	93,412.25	6.6
531-6461 PARK EXPANSION/EQUIPMENT	17,863.80	19,110.20	.00 (	19,110.20)	.0
531-6464 VETERANS MEMORIAL CITY PARK	.00	297.00	1,000.00	703.00	29.7
531-6477 POLICE GENERAL EQUIPMENT	9,375.00	28,132.31	23,000.00 (	5,132.31)	122.3
531-6480 POLICE FACILITY	17,532.50	34,684.13	56,300.00	21,615.87	61.6
531-6482 CITY BUILDINGS	3,519.68	15,595.99	10,000.00 (	5,595.99)	156.0
531-6484 SECURITY	.00	121.30	.00 (	121.30)	.0
TOTAL EXPENDITURES	48,290.98	161,144.51	264,800.00	103,655.49	60.9
TOTAL FUND EXPENDITURES	48,290.98	161,144.51	264,800.00	103,655.49	60.9
NET REVENUE OVER EXPENDITURES	(36,338.98)	(44,249.51)	.00	44,249.51	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
532-4000 GENERAL FUND TRANSFER	3,792.00	37,920.00	45,500.00	7,580.00	83.3
532-4045 FFP HIGHWAY FUNDS	.00	145,234.30	140,000.00	(5,234.30)	103.7
532-4046 FFP BRIDGE FUNDS	.00	.00	8,200.00	8,200.00	.0
532-4903 INTEREST INCOME	.00	77.00	.00	(77.00)	.0
532-4908 BOND PROCEEDS	.00	.00	1,800,000.00	1,800,000.00	.0
TOTAL REVENUES	3,792.00	183,231.30	1,993,700.00	1,810,468.70	9.2
TOTAL FUND REVENUE	3,792.00	183,231.30	1,993,700.00	1,810,468.70	9.2
 <u>{EXPENDITURES}</u>					
532-6381 CONST. COSTS - STREETS	3,556.74	155,687.16	1,293,700.00	1,138,012.84	12.0
532-6387 CONST. COSTS - POOL	.00	.00	200,000.00	200,000.00	.0
532-6460 SWIMMING POOL CONSTRUCTION	.00	2,610.00	.00	(2,610.00)	.0
532-6482 CITY BUILDINGS	.00	24,958.16	.00	(24,958.16)	.0
532-6487 BRIDGE PROJECTS	.00	.00	500,000.00	500,000.00	.0
TOTAL EXPENDITURES	3,556.74	183,255.32	1,993,700.00	1,810,444.68	9.2
TOTAL FUND EXPENDITURES	3,556.74	183,255.32	1,993,700.00	1,810,444.68	9.2
NET REVENUE OVER EXPENDITURES	235.26	(24.02)	.00	24.02	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

FEMA PROJECTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
551-4800 GRANT PROCEEDS	.00	4,082.08	.00	(4,082.08)	.0
TOTAL REVENUES	.00	4,082.08	.00	(4,082.08)	.0
TOTAL FUND REVENUE	.00	4,082.08	.00	(4,082.08)	.0
<u>{EXPENDITURES}</u>					
551-5007 OTHER EXPENSE	.00	129.17	.00	(129.17)	.0
TOTAL EXPENDITURES	.00	129.17	.00	(129.17)	.0
TOTAL FUND EXPENDITURES	.00	129.17	.00	(129.17)	.0
NET REVENUE OVER EXPENDITURES	.00	3,952.91	.00	(3,952.91)	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING JULY 31, 2021

ARPA PROJECTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
561-4800 GRANT PROCEEDS	620,076.57	620,076.57	.00	(620,076.57)	.0
TOTAL REVENUES	620,076.57	620,076.57	.00	(620,076.57)	.0
TOTAL FUND REVENUE	620,076.57	620,076.57	.00	(620,076.57)	.0
NET REVENUE OVER EXPENDITURES	620,076.57	620,076.57	.00	(620,076.57)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CEMETERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
601-4000 GENERAL FUND TRANSFER	4,253.00	52,655.00	61,160.00	8,505.00	86.1
601-4060 SALE OF SPACES	900.00	13,500.00	3,000.00	(10,500.00)	450.0
601-4061 COLUMBARIUM SALES	4,800.00	8,400.00	4,000.00	(4,400.00)	210.0
601-4062 INTERMENTS	450.00	4,750.00	11,000.00	6,250.00	43.2
601-4900 TRANSFERS IN	.00	.00	8,200.00	8,200.00	.0
601-4903 INTEREST INCOME	230.61	1,241.17	1,200.00	(41.17)	103.4
601-4904 MISC. INCOME	.00	1,389.00	2,850.00	1,461.00	48.7
TOTAL REVENUES	10,633.61	81,935.17	91,410.00	9,474.83	89.6
TOTAL FUND REVENUE	10,633.61	81,935.17	91,410.00	9,474.83	89.6
<u>{EXPENDITURES}</u>					
601-5163 HR CONSULTING FEES	.00	208.14	400.00	191.86	52.0
601-5330 BUILDING & GROUNDS MAINT.	45.20	1,257.43	1,000.00	(257.43)	125.7
601-5340 OUTSIDE SERVICES	120.00	360.00	700.00	340.00	51.4
601-5390 PRINTING, PUBLICATIONS, LEGALS	20.46	41.74	100.00	58.26	41.7
601-5791 VEHICLE/EQUIPMENT REPAIRS	.00	300.17	1,000.00	699.83	30.0
601-5800 VEHICLE/EQUIPMENT FUEL	.00	497.94	1,500.00	1,002.06	33.2
601-5801 VEHICLE/EQUIP. OIL & GREASE	23.99	43.17	100.00	56.83	43.2
601-5810 TIRES & TIRE REPAIR	.00	67.48	100.00	32.52	67.5
601-6050 COMPUTER EXPENSES	584.44	1,198.54	100.00	(1,098.54)	1198.5
601-6999 OPERATING RESERVE	.00	.00	8,200.00	8,200.00	.0
601-7530 UTILITIES	42.71	1,045.02	1,500.00	454.98	69.7
601-8500 MISC. OPERATING	55.15	1,354.33	100.00	(1,254.33)	1354.3
601-9405 SALARIES - OPERATIONAL	4,996.72	37,855.39	52,000.00	14,144.61	72.8
601-9590 RETIREMENT CONTRIBUTIONS	237.65	2,388.83	3,500.00	1,111.17	68.3
601-9610 SOCIAL SECURITY TAX	365.02	2,745.49	4,500.00	1,754.51	61.0
601-9620 MEDICAL & LIFE INSURANCE	1,105.66	9,705.55	13,000.00	3,294.45	74.7
601-9720 INSURANCE	.00	2,220.88	3,500.00	1,279.12	63.5
601-9860 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
601-9980 ANSWERING SERVICE	.54	4.89	10.00	5.11	48.9
TOTAL EXPENDITURES	7,597.54	61,294.99	91,410.00	30,115.01	67.1
TOTAL FUND EXPENDITURES	7,597.54	61,294.99	91,410.00	30,115.01	67.1
NET REVENUE OVER EXPENDITURES	3,036.07	20,640.18	.00	(20,640.18)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CEMETERY PERPETUAL CARE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
602-4060 SALE OF SPACES	600.00	3,700.00	1,000.00	(2,700.00)	370.0
602-4903 INTEREST INCOME	18.70	657.97	1,000.00	342.03	65.8
TOTAL REVENUES	618.70	4,357.97	2,000.00	(2,357.97)	217.9
TOTAL FUND REVENUE	618.70	4,357.97	2,000.00	(2,357.97)	217.9
 <u>{EXPENDITURES}</u>					
602-6185 PERPETUAL DECORATIONS	307.00	548.00	1,000.00	452.00	54.8
602-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	307.00	548.00	2,000.00	1,452.00	27.4
TOTAL FUND EXPENDITURES	307.00	548.00	2,000.00	1,452.00	27.4
NET REVENUE OVER EXPENDITURES	311.70	3,809.97	.00	(3,809.97)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
701-4000 GENERAL FUND TRANSFER	38,612.00	411,212.00	488,435.00	77,223.00	84.2
701-4071 NON-RESIDENT CARDS	.00	60.00	150.00	90.00	40.0
701-4072 BOOK SALES	.00	2.93	120.00	117.07	2.4
701-4073 FINES	19.89	115.57	400.00	284.43	28.9
701-4074 COPIER SERVICES	20.30	1,524.07	500.00	(1,024.07)	304.8
701-4800 GRANT PROCEEDS	.00	2,990.40	1,750.00	(1,240.40)	170.9
701-4904 MISC. INCOME	.00	50.90	200.00	149.10	25.5
TOTAL REVENUES	38,652.19	415,955.87	491,555.00	75,599.13	84.6
TOTAL FUND REVENUE	38,652.19	415,955.87	491,555.00	75,599.13	84.6
 <u>{EXPENDITURES}</u>					
701-5163 HR CONSULTING FEES	.00	833.64	1,300.00	466.36	64.1
701-5330 BUILDING & GROUNDS MAINT.	191.20	4,197.93	10,000.00	5,802.07	42.0
701-5390 PRINTING, PUBLICATIONS, LEGALS	10.23	103.93	1,200.00	1,096.07	8.7
701-5400 DUES & MEMBERSHIPS	49.00	384.00	700.00	316.00	54.9
701-5541 JANITORIAL SUPPLIES	298.61	1,144.95	2,250.00	1,105.05	50.9
701-5691 BOOKS, MAGAZINES	2,690.71	26,068.98	35,000.00	8,931.02	74.5
701-5692 DONATIONS	.00	200.00	.00	(200.00)	.0
701-5693 REPLACEMENTS	(17.97)	(36.18)	1,800.00	1,836.18	(2.0)
701-5750 SERVICE/CONTRACT AGREEMENTS	.00	100.00	.00	(100.00)	.0
701-5790 COMPUTER NETWORK EXPENSE	1,564.00	15,640.00	13,500.00	(2,140.00)	115.9
701-6020 MISC. SUPPLIES	.00	46.82	110.00	63.18	42.6
701-6050 COMPUTER EXPENSES	2,593.52	11,254.76	15,000.00	3,745.24	75.0
701-6210 PROGRAM EXPENSE	186.38	1,419.85	3,500.00	2,080.15	40.6
701-6215 RESERVE	.00	.00	5,000.00	5,000.00	.0
701-7530 UTILITIES	3,156.06	23,471.35	15,000.00	(8,471.35)	156.5
701-8231 JANITORIAL	(277.77)	.00	.00	.00	.0
701-8500 MISC. OPERATING	92.29	117.09	200.00	82.91	58.6
701-9400 SALARIES - CUSTODIAL	664.19	6,189.04	6,900.00	710.96	89.7
701-9405 SALARIES - OPERATIONAL	8,856.57	95,665.28	272,500.00	176,834.72	35.1
701-9410 SALARIES - ADMINISTRATIVE	13,086.63	143,753.42	.00	(143,753.42)	.0
701-9590 RETIREMENT CONTRIBUTIONS	1,409.54	15,310.56	16,840.00	1,529.44	90.9
701-9610 SOCIAL SECURITY TAX	1,632.25	17,708.03	20,820.00	3,111.97	85.1
701-9620 MEDICAL & LIFE INSURANCE	4,605.84	49,746.20	40,000.00	(9,746.20)	124.4
701-9650 POSTAGE	175.00	2,140.03	2,800.00	659.97	76.4
701-9720 INSURANCE	.00	10,631.95	12,000.00	1,368.05	88.6
701-9740 OFFICE EQUIP REPAIR & CONTRACT	887.33	5,132.53	3,335.00	(1,797.53)	153.9
701-9760 MEETING & TRAINING	.00	555.21	2,000.00	1,444.79	27.8
701-9820 AUDIT EXPENSE	.00	1,600.00	3,260.00	1,660.00	49.1
701-9860 PROFESSIONAL SERVICES	.00	.00	1,240.00	1,240.00	.0
701-9900 OFFICE SUPPLIES	607.98	3,188.76	5,300.00	2,111.24	60.2
TOTAL EXPENDITURES	42,461.59	436,568.13	491,555.00	54,986.87	88.8

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	42,461.59	436,568.13	491,555.00	54,986.87	88.8
NET REVENUE OVER EXPENDITURES	(3,809.40)	(20,612.26)	.00	20,612.26	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

LIBRARY FRIENDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
702-4903 INTEREST INCOME	71.68	1,171.93	1,000.00	(171.93)	117.2
702-4906 DONATIONS	.00	4,897.69	10,000.00	5,102.31	49.0
TOTAL REVENUES	71.68	6,069.62	11,000.00	4,930.38	55.2
TOTAL FUND REVENUE	71.68	6,069.62	11,000.00	4,930.38	55.2
 <u>{EXPENDITURES}</u>					
702-5692 DONATIONS	891.05	3,890.83	10,000.00	6,109.17	38.9
702-5700 STATE GRANT EXPENSE	346.98	1,655.14	1,000.00	(655.14)	165.5
TOTAL EXPENDITURES	1,238.03	5,545.97	11,000.00	5,454.03	50.4
TOTAL FUND EXPENDITURES	1,238.03	5,545.97	11,000.00	5,454.03	50.4
NET REVENUE OVER EXPENDITURES	(1,166.35)	523.65	.00	(523.65)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

RECREATION PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
721-4000 GENERAL FUND TRANSFER	9,382.00	37,246.00	56,010.00	18,764.00	66.5
721-4082 VOLLEYBALL INCOME	.00	485.00	1,200.00	715.00	40.4
721-4083 MARTIAL ARTS REGISTRATIONS	.00 (	320.00)	500.00	820.00 (	64.0)
721-4084 FLAG FOOTBALL INCOME	.00	710.00	3,500.00	2,790.00	20.3
721-4085 BASEBALL & SOFTBALL YOUTH	15.00	1,943.07	1,800.00 (	143.07)	108.0
721-4086 SOCCER YOUTH	.00	9,476.54	9,000.00 (	476.54)	105.3
721-4087 BASKETBALL YOUTH	.00	1,009.19	500.00 (	509.19)	201.8
721-4088 TENNIS YOUTH	120.00	411.93	.00 (	411.93)	.0
721-4091 SOFTBALL ADULT	.00	.00	3,000.00	3,000.00	.0
721-4092 SOCCER ADULT	.00	.00	250.00	250.00	.0
721-4800 GRANTS	(500.00)	(500.00)	.00	500.00	.0
721-4801 GRANT - FEDERAL	500.00	1,000.00	.00 (	1,000.00)	.0
721-4914 VENDING INCOME	.00	.00	500.00	500.00	.0
TOTAL REVENUES	9,517.00	51,461.73	76,260.00	24,798.27	67.5
TOTAL FUND REVENUE	9,517.00	51,461.73	76,260.00	24,798.27	67.5

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

RECREATION PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
721-5163 HR CONSULTING FEES	.00	416.25	950.00	533.75	43.8
721-5350 EQUIP. RENTAL	.00	204.75	300.00	95.25	68.3
721-5390 PRINTING, PUBLICATIONS, LEGALS	.00	211.08	1,000.00	788.92	21.1
721-5400 DUES & MEMBERSHIPS	.00	60.00	250.00	190.00	24.0
721-5576 SOCCER ADULT	.00	.00	250.00	250.00	.0
721-5578 SOFTBALL SUPPLIES ADULT	.00	.00	700.00	700.00	.0
721-5579 BASKETBALL SUPPLIES YOUTH	.00	151.81	300.00	148.19	50.6
721-5580 RECREATION SUPPLIES	194.74	633.95	1,000.00	366.05	63.4
721-5583 LITTLE LEAGUE SUPPLIES	.00	534.00	500.00	(34.00)	106.8
721-5584 FLAG FOOTBALL SUPPLIES	.00	.00	500.00	500.00	.0
721-5586 SOCCER YOUTH	.00	2,177.54	3,100.00	922.46	70.2
721-5587 VOLLEYBALL - INDOORS	.00	292.11	400.00	107.89	73.0
721-5790 COMPUTER NETWORK EXPENSE	173.00	1,730.00	2,000.00	270.00	86.5
721-5901 REFUNDS	20.00	995.00	850.00	(145.00)	117.1
721-6049 SOFTWARE & UPGRADES	.00	1,600.00	1,550.00	(50.00)	103.2
721-6050 COMPUTER EXPENSES	12.50	1,794.60	550.00	(1,244.60)	326.3
721-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
721-7530 UTILITIES	124.02	1,369.80	2,200.00	830.20	62.3
721-8500 MISC. OPERATING	120.55	1,321.22	1,000.00	(321.22)	132.1
721-9401 SALARIES - MEDIA	268.26	2,960.39	3,500.00	539.61	84.6
721-9405 SALARIES - OPERATIONAL	2,044.75	27,184.56	28,000.00	815.44	97.1
721-9411 SALARIES - UMPIRES & COACHES	258.62	4,357.07	8,500.00	4,142.93	51.3
721-9590 RETIREMENT CONTRIBUTIONS	158.97	2,025.27	2,000.00	(25.27)	101.3
721-9610 SOCIAL SECURITY TAX	187.17	2,471.99	3,060.00	588.01	80.8
721-9620 MEDICAL & LIFE INSURANCE	570.73	7,494.04	7,000.00	(494.04)	107.1
721-9640 UNIFORMS	.00	134.41	100.00	(34.41)	134.4
721-9650 POSTAGE	75.00	1,088.93	1,500.00	411.07	72.6
721-9680 OFFICE RENTAL	37.50	375.00	.00	(375.00)	.0
721-9720 INSURANCE	.00	500.00	500.00	.00	100.0
721-9740 COPIER EXPENSE	.00	1,464.21	900.00	(564.21)	162.7
721-9760 MEETING & TRAINING	.00	.00	300.00	300.00	.0
721-9860 PROFESSIONAL SERVICES	.00	96.35	2,000.00	1,903.65	4.8
721-9900 OFFICE SUPPLIES	.00	59.84	500.00	440.16	12.0
TOTAL EXPENDITURES	4,245.81	63,704.17	76,260.00	12,555.83	83.5
TOTAL FUND EXPENDITURES	4,245.81	63,704.17	76,260.00	12,555.83	83.5
NET REVENUE OVER EXPENDITURES	5,271.19	(12,242.44)	.00	12,242.44	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

SWIMMING POOL PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
722-4000 GENERAL FUND TRANSFER	5,786.00	46,583.00	58,155.00	11,572.00	80.1
722-4094 SWIM TEAM DONATIONS	.00	.00	550.00	550.00	.0
722-4095 SWIM TEAM INCOME	90.00	3,861.58	2,200.00	(1,661.58)	175.5
722-4096 SWIMMING LESSON INCOME	3,654.25	11,682.18	8,000.00	(3,682.18)	146.0
722-4904 MISC. INCOME	(99.21)	(99.21)	.00	99.21	.0
722-4960 SUMMER POOL ADMISSIONS	2,034.18	27,525.14	42,000.00	14,474.86	65.5
722-4962 VENDING MACHINE	158.25	158.25	200.00	41.75	79.1
TOTAL REVENUES	11,623.47	89,710.94	111,105.00	21,394.06	80.7
TOTAL FUND REVENUE	11,623.47	89,710.94	111,105.00	21,394.06	80.7
 <u>{EXPENDITURES}</u>					
722-5331 EQUIPMENT	.00	3,738.75	1,000.00	(2,738.75)	373.9
722-5390 PRINTING, PUBLICATIONS, LEGAL	1,056.00	1,056.00	.00	(1,056.00)	.0
722-5541 JANITORIAL SUPPLIES	50.86	215.03	550.00	334.97	39.1
722-5585 SWIM TEAM EXPENSE	90.58	490.58	1,200.00	709.42	40.9
722-5586 SWIM TEAM DONATIONS EXPENSE	.00	378.89	.00	(378.89)	.0
722-5901 REFUNDS	915.00	1,320.00	100.00	(1,220.00)	1320.0
722-6049 SOFTWARE & UPGRADES	.00	800.00	1,050.00	250.00	76.2
722-6999 OPERATING RESERVE	.00	.00	1,050.00	1,050.00	.0
722-8500 MISC. OPERATING	19.00	1,240.65	1,155.00	(85.65)	107.4
722-9405 SALARIES - OPERATIONAL	377.92	4,146.93	41,000.00	36,853.07	10.1
722-9414 SALARIES - POOL STAFF	25,786.64	60,067.47	50,000.00	(10,067.47)	120.1
722-9590 RETIREMENT CONTRIBUTIONS	25.62	284.54	1,000.00	715.46	28.5
722-9610 SOCIAL SECURITY TAX	2,001.59	4,912.13	7,000.00	2,087.87	70.2
722-9620 MEDICAL & LIFE INSURANCE	.00	.00	1,500.00	1,500.00	.0
722-9720 INSURANCE	.00	3,055.46	2,500.00	(555.46)	122.2
722-9760 MEETING & TRAINING	256.00	256.00	1,000.00	744.00	25.6
722-9860 PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	30,579.21	81,962.43	111,105.00	29,142.57	73.8
TOTAL FUND EXPENDITURES	30,579.21	81,962.43	111,105.00	29,142.57	73.8
NET REVENUE OVER EXPENDITURES	(18,955.74)	7,748.51	.00	(7,748.51)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

LB840

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
801-4005 CITY SALES TAX	.00	.00	425,000.00	425,000.00	.0
801-4900 TRANSFERS IN	.00	.00	455,700.00	455,700.00	.0
801-4903 INTEREST INCOME	.00	838.41	10,000.00	9,161.59	8.4
801-4919 SALES TAX TRANSFER	45,101.73	450,233.52	.00	(450,233.52)	.0
TOTAL REVENUES	45,101.73	451,071.93	890,700.00	439,628.07	50.6
TOTAL FUND REVENUE	45,101.73	451,071.93	890,700.00	439,628.07	50.6
<u>{EXPENDITURES}</u>					
801-5390 PRINTING, PUBLICATIONS, LEGALS	.00	33.15	500.00	466.85	6.6
801-5400 DUES & MEMBERSHIPS	.00	450.00	6,000.00	5,550.00	7.5
801-5752 RECRUITMENT	.00	3,367.48	20,000.00	16,632.52	16.8
801-5753 PROMOTION/TOURISM	1,800.00	2,181.25	10,000.00	7,818.75	21.8
801-5754 INFRASTRUCTURE	.00	252,459.25	600,000.00	347,540.75	42.1
801-5755 DEVELOPMENT	24,500.00	161,670.83	200,000.00	38,329.17	80.8
801-5790 COMPUTER NETWORK EXPENSE	.00	.00	3,000.00	3,000.00	.0
801-6191 TRANSFER-LOAN GUARANTEE	.00	.00	42,500.00	42,500.00	.0
801-9525 ADMINISTRATIVE FEES	455.58	6,006.75	5,000.00	(1,006.75)	120.1
801-9650 POSTAGE	.00	.00	200.00	200.00	.0
801-9760 MEETING & TRAINING	.00	.00	1,000.00	1,000.00	.0
801-9860 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
801-9900 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
TOTAL EXPENDITURES	26,755.58	426,168.71	890,700.00	464,531.29	47.9
TOTAL FUND EXPENDITURES	26,755.58	426,168.71	890,700.00	464,531.29	47.9
NET REVENUE OVER EXPENDITURES	18,346.15	24,903.22	.00	(24,903.22)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

TAX INCREMENT FINANCING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
802-4001 PROPERTY TAX	41,954.03	51,792.12	20,000.00	(31,792.12)	259.0
802-4009 LODGING CDA FEES	.00	38,840.00	200.00	(38,640.00)	19420.
TOTAL REVENUES	41,954.03	90,632.12	20,200.00	(70,432.12)	448.7
TOTAL FUND REVENUE	41,954.03	90,632.12	20,200.00	(70,432.12)	448.7
 <u>{EXPENDITURES}</u>					
802-5386 TIF LEGAL EXPENSES	.00	2,141.86	20,200.00	18,058.14	10.6
TOTAL EXPENDITURES	.00	2,141.86	20,200.00	18,058.14	10.6
TOTAL FUND EXPENDITURES	.00	2,141.86	20,200.00	18,058.14	10.6
NET REVENUE OVER EXPENDITURES	41,954.03	88,490.26	.00	(88,490.26)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CCCFF (THEATER)

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
810-4800 GRANT PROCEEDS	.00	.00	62,500.00	62,500.00	.0
810-4906 DONATIONS	.00	.00	700,000.00	700,000.00	.0
TOTAL REVENUES	.00	.00	762,500.00	762,500.00	.0
TOTAL FUND REVENUE	.00	.00	762,500.00	762,500.00	.0
 <u>{EXPENDITURES}</u>					
810-5210 UTILITIES	59.43	1,927.12	3,000.00	1,072.88	64.2
810-5972 OTHER/RENOVATION	62,500.00	62,500.00	.00	(62,500.00)	.0
810-6901 BUILDINGS & INFRASTRUCTURE	.00	.00	757,000.00	757,000.00	.0
810-6903 LAND & LAND RIGHTS	.00	1,883.24	.00	(1,883.24)	.0
810-9720 INSURANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL EXPENDITURES	62,559.43	66,310.36	762,500.00	696,189.64	8.7
TOTAL FUND EXPENDITURES	62,559.43	66,310.36	762,500.00	696,189.64	8.7
NET REVENUE OVER EXPENDITURES	(62,559.43)	(66,310.36)	.00	66,310.36	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CDBG HOUSING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
851-4900 TRANSFERS IN	.00	.00	35,000.00	35,000.00	.0
851-4903 INTEREST INCOME	.00	2.82	.00	(2.82)	.0
TOTAL REVENUES	.00	2.82	35,000.00	34,997.18	.0
TOTAL FUND REVENUE	.00	2.82	35,000.00	34,997.18	.0
<u>{EXPENDITURES}</u>					
851-5971 INCENTIVE GRANT	.00	.00	35,000.00	35,000.00	.0
TOTAL EXPENDITURES	.00	.00	35,000.00	35,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	35,000.00	35,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	2.82	.00	(2.82)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

CDBG DTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
852-4800 GRANT PROCEEDS	.00	.00	450,000.00	450,000.00	.0
852-4900 TRANSFERS IN	.00	.00	100,000.00	100,000.00	.0
TOTAL REVENUES	.00	.00	550,000.00	550,000.00	.0
TOTAL FUND REVENUE	.00	.00	550,000.00	550,000.00	.0
 <u>{EXPENDITURES}</u>					
852-6901 BUILDINGS & INFRASTRUCTURE	.00	.00	500,000.00	500,000.00	.0
852-9525 ADMINISTRATIVE FEES	.00	.00	45,000.00	45,000.00	.0
852-9860 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL EXPENDITURES	.00	.00	550,000.00	550,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	550,000.00	550,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

PAYROLL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
951-4900 TRANSFERS IN	.00	5,000.00	.00	(5,000.00)	.0
951-4903 INTEREST INCOME	.40	4.52	.00	(4.52)	.0
951-4904 MISC. INCOME	.00	(529.63)	.00	529.63	.0
TOTAL REVENUES	.40	4,474.89	.00	(4,474.89)	.0
TOTAL FUND REVENUE	.40	4,474.89	.00	(4,474.89)	.0
<u>{EXPENDITURES}</u>					
951-5250 DISBURSEMENTS	.00	362.19	.00	(362.19)	.0
951-9620 MEDICAL & LIFE INSURANCE	.00	.02	.00	(.02)	.0
TOTAL EXPENDITURES	.00	362.21	.00	(362.21)	.0
TOTAL FUND EXPENDITURES	.00	362.21	.00	(362.21)	.0
NET REVENUE OVER EXPENDITURES	.40	4,112.68	.00	(4,112.68)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

HEALTH SAVINGS ACCOUNT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
952-4903 INTEREST INCOME	.00	20.84	.00	(20.84)	.0
952-4912 TAX FUNDS	.00	2,196.92	12,600.00	10,403.08	17.4
952-4917 REVENUE FUNDS	.00	1,656.94	.00	(1,656.94)	.0
952-4918 RESERVES	.00	.00	6,000.00	6,000.00	.0
TOTAL REVENUES	.00	3,874.70	18,600.00	14,725.30	20.8
TOTAL FUND REVENUE	.00	3,874.70	18,600.00	14,725.30	20.8
<u>{EXPENDITURES}</u>					
952-5169 HEALTH INS PREMIUMS	.00	.00	3,600.00	3,600.00	.0
952-5250 DISBURSEMENTS	.00	19,505.78	15,000.00	(4,505.78)	130.0
952-9525 ADMINISTRATIVE FEES	.00	2,441.00	.00	(2,441.00)	.0
TOTAL EXPENDITURES	.00	21,946.78	18,600.00	(3,346.78)	118.0
TOTAL FUND EXPENDITURES	.00	21,946.78	18,600.00	(3,346.78)	118.0
NET REVENUE OVER EXPENDITURES	.00	(18,072.08)	.00	18,072.08	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING JULY 31, 2021

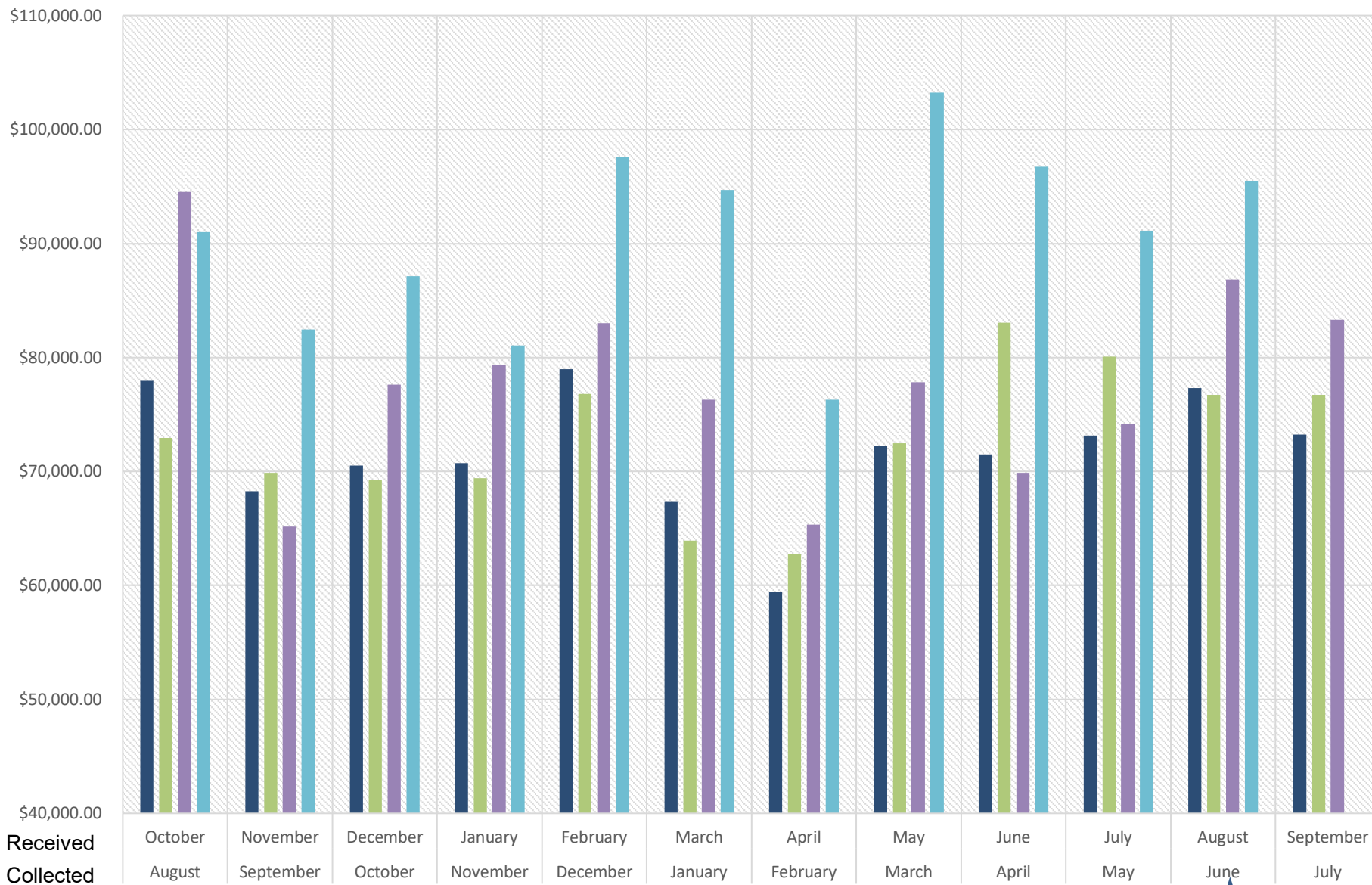
CAFETERIA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
953-4900 TRANSFERS IN	.00	.00	7,800.00	7,800.00	.0
953-4903 INTEREST INCOME	.00	1.51	.00	(1.51)	.0
953-4920 EMPLOYEE CONTRIBUTION	.00	4,601.51	.00	(4,601.51)	.0
TOTAL REVENUES	.00	4,603.02	7,800.00	3,196.98	59.0
TOTAL FUND REVENUE	.00	4,603.02	7,800.00	3,196.98	59.0
<u>{EXPENDITURES}</u>					
953-5250 DISBURSEMENTS	.00	6,568.51	7,800.00	1,231.49	84.2
953-9525 ADMINISTRATIVE FEES	.00	(671.00)	.00	671.00	.0
TOTAL EXPENDITURES	.00	5,897.51	7,800.00	1,902.49	75.6
TOTAL FUND EXPENDITURES	.00	5,897.51	7,800.00	1,902.49	75.6
NET REVENUE OVER EXPENDITURES	.00	(1,294.49)	.00	1,294.49	.0

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2019 Gen. Fund	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$72,931.32	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$77,971.13	\$45,054.81	\$21,000.00	\$10,500.00	\$14,009.91	\$0.00
September	November	\$69,885.82	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$68,261.27	\$40,825.68	\$21,000.00	\$10,500.00	\$9,738.06	\$0.00
October	December	\$69,299.07	\$77,610.55	11.99%	\$87,142.15	12.28%	\$70,503.23	\$43,135.36	\$21,000.00	\$10,500.00	\$12,071.07	\$0.00
November	January	\$69,394.70	\$79,343.12	14.34%	\$81,061.09	2.17%	\$70,709.41	\$40,125.24	\$21,000.00	\$10,500.00	\$9,030.54	(\$432.96)
December	February	\$76,789.31	\$82,995.99	8.08%	\$97,584.70	17.58%	\$78,993.33	\$48,304.43	\$21,000.00	\$10,500.00	\$17,292.35	(\$1.48)
January	March	\$63,934.36	\$76,283.29	19.32%	\$94,685.89	24.12%	\$67,337.84	\$46,869.51	\$21,000.00	\$10,500.00	\$15,842.94	(\$861.92)
February	April	\$62,757.08	\$65,346.07	4.13%	\$76,291.34	16.75%	\$59,433.10	\$37,764.21	\$21,000.00	\$10,500.00	\$6,645.67	\$0.00
March	May	\$72,473.07	\$77,818.19	7.38%	\$103,246.38	32.68%	\$72,209.19	\$51,106.96	\$21,000.00	\$10,500.00	\$20,123.19	\$0.00
April	June	\$83,034.35	\$69,872.00	-15.85%	\$96,756.13	38.48%	\$71,508.31	\$47,894.28	\$21,000.00	\$10,500.00	\$16,878.06	\$0.00
May	July	\$80,093.44	\$74,185.39	-7.38%	\$91,114.61	22.82%	\$73,136.64	\$45,101.73	\$21,000.00	\$10,500.00	\$14,057.31	(\$5.30)
June	August	\$76,739.20	\$86,823.48	13.14%	\$95,507.91	10.00%	\$77,305.70	\$47,276.41	\$21,000.00	\$10,500.00	\$16,253.95	\$0.00
July	September	\$76,726.87	\$83,303.01	8.57%			\$73,252.60		\$21,000.00	\$10,500.00		
Totals		\$874,058.56	\$933,274.19	7.21%	\$996,886.11	18.16%	\$860,621.77	\$493,458.62	\$252,000.00	\$126,000.00	\$151,943.06	(\$1,301.66)
								\$910,000.00	Budgeted Transfer to General Fund			
								Net Receipts	Monthly Transfer to General Fund			
								\$90,626.01	Average Net Receipts			
								\$75,833.33	Required			

City of Crete Net 1% Sales Tax Receipts



■ 5 Year Average
 ■ 2018-2019
 ■ 2019-2020
 ■ 2020-2021

Received
Collected

October August
 November September
 December October
 January November
 February December
 March January
 April February
 May March
 June April
 July May
 August June
 September July

**City of Crete
Treasurer's Report**

	fy 2021	7/31/2021	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
	83.33%	Fund	Balance	Revenue	Revenue	Revenue	Expense	Expense	Expense
UTILITIES	001-1000 Electric Fund		\$3,349,681.75	\$10,640,161.00	\$9,280,332.40	87%	\$10,849,050.00	\$7,965,862.75	73%
	001-1005 Consumer Deposit		\$155,758.83						
	001-1006 Consumer Deposit CDs		\$348,000.00						
	001-1009 Pinnacle ACH		\$1,811.75						
	001-1015 Electric CDs		\$3,375,869.53						
	002-1000 Water Fund		-\$204,255.91	\$883,780.00	\$867,851.35	98%	\$1,074,160.00	\$707,275.07	66%
	002-1015 Water CDs		\$400,000.00						
	003-1000 Sewer Fund		\$1,937,716.15	\$1,622,600.00	\$1,582,630.44	98%	\$2,100,600.00	\$1,410,867.90	67%
	003-1002 Sewer USDA Equipment		\$109,507.47						
	003-1003 Sewer USDA Reserve		\$301,394.31						
AIRPORT	050-1010 Airport Purposes		\$189,739.88	\$300,000.00	\$211,046.43	70%	\$300,000.00	\$106,422.10	35%
GENERAL	101-1000 General Fund		\$514,055.57	\$3,660,700.00	\$3,218,099.61	88%	\$3,660,700.00	\$2,954,051.16	81%
	101-1042 Brick Fund		\$622.88						
	102-1015 City Sales Tax		\$111,305.77	\$884,000.00	\$1,803,619.06	204%	\$884,000.00	\$1,803,597.28	204%
	103-1000 Keno Fund		\$164,074.99	\$60,000.00	\$91,653.25	153%	\$60,000.00	\$43,019.00	72%
	103-1007 Keno Prize Reserve		\$57,509.79						
	103-1015 Keno Savings		\$43,174.82						
	135-1000 Firemen's Agency		\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
	150-1000 General Obligation Bonds		\$285,697.17	\$495,300.00	\$509,590.09	103%	\$557,000.00	\$564,482.25	101%
	150-1015 LB357 Bond Reserve UBT		\$61,579.06						
	171-1000 Insurance Contingency		\$107,138.41	\$0.00	\$0.00	0%	\$110,000.00	\$0.00	0%
173-1000 Capital Reserve Checking		\$817,550.96	\$63,000.00	\$307,249.16	488%	\$16,000.00	\$13,100.00	82%	
173-1043 Capital Reserve Savings		\$252,629.53							
POLICE	201-1000 Police Department		\$339,827.47	\$1,669,860.00	\$1,418,242.17	85%	\$1,669,860.00	\$1,322,912.07	79%
	202-1000 Communications Center		\$128,371.64	\$306,900.00	\$255,666.00	83%	\$306,900.00	\$280,781.78	91%
	203-1000 Community Service		\$79,669.35	\$68,850.00	\$59,166.25	86%	\$68,850.00	\$38,901.87	57%
	204-1000 Stop Fund		\$1,985.28	\$200.00	\$0.00	0%	\$200.00	\$0.00	0%

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**City of Crete
Treasurer's Report**

	fy 2021	7/31/2021	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
	83.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
FIRE & RESCUE	301-1000	Fire Dept. Maintenance	\$14,939.27		\$130,200.00	\$110,830.00	85%		\$130,200.00	\$136,684.36	105%
	302-1000	Rescue	\$1,288.19		\$375,000.00	\$258,363.95	69%		\$385,500.00	\$264,991.20	69%
	303-1000	Fire Equipment	-\$33,017.63		\$89,600.00	\$29,743.75	33%		\$59,600.00	\$50,858.17	85%
	304-1000	Fire Equipment II	\$181,427.37		\$321,000.00	\$240,767.42	75%		\$515,000.00	\$97,895.42	19%
	304-1043	Fire Equipment II Savings	\$152,498.00								
	304-1015	Fire Equipment II CDs	\$102,756.74								
STREETS	401-1000	Street & Grade	\$1,046,566.09		\$905,350.00	\$986,143.89	109%		\$936,350.00	\$766,702.09	82%
PUBLIC WORKS	501-1000	City Hall	\$55,460.12		\$45,950.00	\$39,305.00	86%		\$45,950.00	\$43,327.64	94%
	502-1000	Community Center	\$61,095.74		\$14,550.00	\$10,775.00	74%		\$14,550.00	\$7,367.65	51%
	503-1000	Community Room/Shelter	-\$13,322.67		\$0.00	\$5,363.00	0%		\$0.00	\$17,675.11	0%
	511-1000	Transfer Station	\$108,898.81		\$35,000.00	\$43,422.92	124%		\$35,000.00	\$25,693.19	73%
	512-1000	Landfill Reserve	\$247,868.57		\$11,000.00	\$6,420.00	58%		\$0.00	\$0.00	0%
	521-1000	Parks Maintenance	\$51,404.00		\$278,640.00	\$231,746.28	83%		\$278,640.00	\$209,598.64	75%
	522-1000	Swimming Pool Maintenance	\$128,912.04		\$49,900.00	\$40,633.00	81%		\$49,900.00	\$38,931.52	78%
	531-1000	Capitol Outlay	\$128,556.83		\$173,315.00	\$116,895.00	67%		\$264,800.00	\$161,144.51	61%
	531-1015	Capitol Outlay CDs	\$90,000.00								
	532-1000	Capitol Improvements	-\$311,767.23		\$1,993,700.00	\$183,231.30	9%		\$1,993,700.00	\$180,645.32	9%
	532-1043	Capitol Improvements BANs	\$93,269.70								
551-1000	FEMA Disaster	\$2,873.51		\$20,000.00	\$4,082.08	20%		\$16,700.00	\$129.17	1%	
CEMETERY	601-1000	Cemetery Maintenance	\$76,374.37		\$79,780.00	\$81,935.17	103%		\$79,780.00	\$61,294.99	77%
	601-1010	Kuncl Memorial Fund	\$5,109.68								
	601-1014	Maintenance Perpetual CD	\$22,000.00								
	601-1015	Maintenance CDs	\$10,000.00								
	602-1000	Cemetery Perpetual Care	\$15,200.24		\$2,000.00	\$4,357.97	218%		\$1,000.00	\$548.00	55%
	602-1010	Moser/Chrastil Memorial Fund	\$1,173.89								
	602-1015	Perpetual Care CDs	\$107,000.00								

**City of Crete
Treasurer's Report**

	fy 2021	7/31/2021	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
	83.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
CULTURE & RECREATION	701-1000 Library Operations		\$176,726.33		\$505,475.00	\$415,955.87	82%		\$505,475.00	\$436,568.13	86%
	702-1000 Library Reserve		-\$186,237.66		\$17,775.00	\$6,069.62	34%		\$252,775.00	\$5,545.97	2%
	702-1014 Library Reserve CDs		\$115,000.00								
	702-1015 Library Reserve CDs		\$121,000.00								
	721-1000 Recreation Programs		\$187,069.46		\$60,500.00	\$51,549.80	85%		\$85,860.00	\$63,704.17	74%
	722-1000 Swimming Pool Programs		\$24,155.06		\$105,350.00	\$89,710.94	85%		\$105,350.00	\$80,527.54	76%
COMMUNITY DEVELOPMENT	801-1000 Economic Development		-\$433,788.73		\$415,000.00	\$451,071.93	109%		\$1,395,000.00	\$426,168.71	31%
	801-1014 ED Loan Guarantee Fund		\$385,950.54								
	801-1043 LB840 Savings		\$1,280,643.61								
	802-1000 Tax Increment Financing		\$163,220.53		\$20,000.00	\$90,632.12	453%		\$10,000.00	\$2,141.86	21%
	810-1000 CCCFF Theater		-\$123,522.18		\$312,500.00	\$0.00	0%		\$282,500.00	\$66,310.36	23%
	851-1000 CDBG Housing		-\$2,758.27		\$0.00	\$2.82	0%		\$0.00	\$0.00	0%
	851-1043 Housing Savings		\$37,529.08								
	852-1000 CDBG DTR		\$1,630.59		\$550,000.00	\$0.00	0%		\$470,000.00	\$0.00	0%
	853-1000 CDBG Streets		\$0.00		\$0.00	\$0.00	0%		\$0.00	\$0.00	0%
MISC.	951-1000 Payroll		\$62,418.20								
	952-1010 Health Insurance		\$16,747.59		\$17,000.00	\$2,217.76	13%		\$17,000.00	\$21,946.78	129%
	953-1010 Cafeteria Fund		\$745.46								
	Totals		\$17,103,511.69		\$27,183,936.00	\$23,106,372.80	85%		\$29,587,950.00	\$20,377,697.73	69%

**City of Crete
Treasurer's Report**

fy 2021	7/31/2021	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
83.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
	Revenue Funds	\$9,775,483.88		\$13,146,541.00	\$11,730,814.19	89%		\$14,023,810.00	\$10,084,005.72	72%
	General Funds	\$2,415,338.95		\$5,163,000.00	\$5,930,211.17	115%		\$5,287,700.00	\$5,378,249.69	102%
	Police Department	\$549,853.74		\$2,045,810.00	\$1,733,074.42	85%		\$2,045,810.00	\$1,642,595.72	74%
	Fire & Rescue Department	\$419,891.94		\$915,800.00	\$639,705.12	70%		\$1,090,300.00	\$550,429.15	50%
	Street Fund	\$1,046,566.09		\$905,350.00	\$986,143.89	109%		\$936,350.00	\$766,702.09	82%
	Public Works	\$643,249.42		\$2,622,055.00	\$681,873.58	26%		\$2,699,240.00	\$684,512.75	25%
	Cemetery	\$236,858.18		\$81,780.00	\$86,293.14	106%		\$80,780.00	\$61,842.99	77%
	Culture & Recreation	\$437,713.19		\$689,100.00	\$563,286.23	82%		\$949,460.00	\$586,345.81	62%
	Community Development	\$1,308,905.17		\$1,297,500.00	\$541,706.87	42%		\$2,157,500.00	\$494,620.93	23%
	Airport	\$189,739.88		\$300,000.00	\$211,046.43	70%		\$300,000.00	\$106,422.10	35%
	Miscellaneous	\$79,911.25		\$17,000.00	\$2,217.76	13%		\$17,000.00	\$21,946.78	129%
	Total All Funds	\$17,103,511.69		\$27,183,936.00	\$23,106,372.80	85%		\$29,587,950.00	\$20,377,673.73	69%
				DEBT	Principal	Interest		Total	Annual	
				General Obligation	\$913,000.00	\$60,570.00		\$973,570.00	\$335,500.00	
				Other Tax Funds	\$6,173,000.00	\$1,868,129.76		\$8,041,129.76	\$241,000.00	
				Revenue Funds	\$10,565,546.27	\$1,507,107.68		\$12,072,653.95	\$223,500.00	
				Total	\$17,651,546.27	\$3,435,807.44		\$21,087,353.71	\$800,000.00	

Report Criteria:

[Report].GL Account = "0010000"- "0499999", "0510000"- "99999999"

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	PANTS FOR OFC JONAS	08/03/2021	42.99		08/21	531-6477
911 CUSTOM	1	Invoice	FLASHLIGHT FOR LT YO	07/26/2021	271.63		08/21	531-6477
911 CUSTOM	1	Invoice	UNIFORM/EQUIP OFC SA	07/29/2021	339.88		08/21	531-6477
911 CUSTOM	1	Invoice	PANTS FOR OFC SAWTE	08/09/2021	56.99		08/21	531-6477
911 CUSTOM	1	Invoice	EQUIP FOR OFC SANTEL	08/10/2021	100.94		08/21	531-6477
911 CUSTOM	1	Invoice	DUTY BELTS	08/10/2021	120.25		08/21	531-6477
Total 911 CUSTOM (5):					932.68			
AKRS EQUIPMENT (80)								
AKRS EQUIPMENT	1	Invoice	HYDRAULIC LINE BUSTE	07/27/2021	149.47		08/21	401-5771
Total AKRS EQUIPMENT (80):					149.47			
ALL ROADS BARRICADES INC (115)								
ALL ROADS BARRICADES INC	1	Invoice	DG-36"X36" ROAD WORK	07/30/2021	167.36	1168	08/21	401-6001
ALL ROADS BARRICADES INC	2	Invoice	DG-36"X36" 'W21-1 'WOR	07/30/2021	195.12	1168	08/21	401-6001
ALL ROADS BARRICADES INC	3	Invoice	DG-36"X36" 'TWO WAY T	07/30/2021	195.12	1168	08/21	401-6001
ALL ROADS BARRICADES INC	4	Invoice	DG-36"X36" 'THRU TRAFF	07/30/2021	97.56	1168	08/21	401-6001
Total ALL ROADS BARRICADES INC (115):					655.16			
ALLEN, TOD (125)								
ALLEN, TOD	1	Invoice	REIMBURSE MILEAGE	08/17/2021	277.59		08/21	301-8500
Total ALLEN, TOD (125):					277.59			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	CHEMICALS	07/22/2021	1,200.25		08/21	522-5570
AQUA-CHEM INC	1	Invoice	450LBS CS 8440 POLYME	08/05/2021	4,068.00	1170	08/21	003-7031
AQUA-CHEM INC	1	Invoice	CHEMICALS	08/05/2021	200.40		08/21	522-5570
AQUA-CHEM INC	1	Invoice	CHEMICALS	08/05/2021	260.31		08/21	002-7041
Total AQUA-CHEM INC (260):					5,728.96			
AXON ENTERPRISE INC (350)								
AXON ENTERPRISE INC	1	Invoice	BODY CAMERAS	07/16/2021	1,482.50		08/21	531-6477

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AXON ENTERPRISE INC	1	Invoice	CLIP/MOUNT	07/23/2021	63.20		08/21	531-6477
Total AXON ENTERPRISE INC (350):					1,545.70			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	07/21/2021	49.88		08/21	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	07/22/2021	296.89		08/21	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/04/2021	50.92		08/21	701-5691
BAKER & TAYLOR	1	Invoice	DONTATIONS	05/06/2021	53.32		08/21	702-5692
BAKER & TAYLOR	1	Invoice	DONTATIONS	05/07/2021	159.96		08/21	702-5692
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/10/2021	58.34		08/21	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/17/2021	135.58		08/21	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/24/2021	62.04		08/21	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	07/28/2021	43.58		08/21	701-5691
Total BAKER & TAYLOR (370):					910.51			
BAUER INSURANCE INC (410)								
BAUER INSURANCE INC	1	Invoice	4YR NOTARY BOND-STIN	08/05/2021	40.00		08/21	201-9720
Total BAUER INSURANCE INC (410):					40.00			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	07/21/2021	32.25		08/21	002-8031
BEATRICE CONCRETE CO	2	Invoice	#3 STOCK REBAR GRAD	07/21/2021	21.50		08/21	002-8021
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	07/21/2021	69.00		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	07/22/2021	44.37		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	07/22/2021	42.33		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	07/28/2021	45.26		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	07/28/2021	27.28		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	07/30/2021	21.50		08/21	002-2581
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/21/2021	294.42		08/21	002-8031
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/21/2021	1,210.50		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/22/2021	196.86		08/21	002-8021
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/23/2021	378.54		08/21	002-2581
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/27/2021	1,210.50		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	07/30/2021	312.83		08/21	002-2581
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/03/2021	437.13		08/21	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/05/2021	874.25		08/21	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BEATRICE CONCRETE CO (440):					5,218.52			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	UTILITY-210 E 14TH ST	07/27/2021	21.91		08/21	301-7530
Total BLACK HILLS ENERGY (495):					21.91			
BLUE VALLEY DOOR CO INC (510)								
BLUE VALLEY DOOR CO INC	1	Invoice	DOOR REPAIR	07/28/2021	293.00		08/21	601-5330
BLUE VALLEY DOOR CO INC	1	Invoice	DOOR REPAIR	07/30/2021	1,178.26		08/21	401-5330
Total BLUE VALLEY DOOR CO INC (510):					1,471.26			
BOUND TREE MEDICAL LLC (5598)								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	08/04/2021	459.17		08/21	302-5341
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	08/11/2021	209.42		08/21	302-5341
Total BOUND TREE MEDICAL LLC (5598):					668.59			
CASELLE, INC. (5609)								
CASELLE, INC.	1	Invoice	CONTRACT SUPPORT &	08/01/2021	831.76		08/21	001-9910
CASELLE, INC.	2	Invoice	CONTRACT SUPPORT &	08/01/2021	349.02		08/21	002-9910
CASELLE, INC.	3	Invoice	CONTRACT SUPPORT &	08/01/2021	272.21		08/21	101-6050
CASELLE, INC.	4	Invoice	CONTRACT SUPPORT &	08/01/2021	806.01		08/21	101-6050
Total CASELLE, INC. (5609):					2,259.00			
CHARTER COMMUNICATIONS (5773)								
CHARTER COMMUNICATIONS	1	Invoice	SUBPEONA CASE #2020-	08/02/2021	200.00		08/21	201-5660
Total CHARTER COMMUNICATIONS (5773):					200.00			
CHURCH, SUSAN (805)								
CHURCH, SUSAN	1	Invoice	MILEAGE	07/20/2021	13.80		08/21	701-9760
CHURCH, SUSAN	1	Invoice	PROGRAM EXPENSE	07/30/2021	118.78		08/21	701-6210
CHURCH, SUSAN	2	Invoice	DONATIONS	07/30/2021	75.91		08/21	702-5692
Total CHURCH, SUSAN (805):					208.49			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	PAPER TOWELS	08/02/2021	22.32		08/21	001-8230
CITY REVENUE FUND	2	Invoice	PAPER TOWELS	08/02/2021	22.32		08/21	002-8230
CITY REVENUE FUND	1	Invoice	FRANCHISE FEE	07/15/2021	1,084.80		08/21	511-4012
CITY REVENUE FUND	1	Invoice	FUEL DISBURSEMENT	08/01/2021	1,163.35		08/21	201-5800
CITY REVENUE FUND	2	Invoice	FUEL DISBURSEMENT	08/01/2021	148.41		08/21	203-5800
CITY REVENUE FUND	3	Invoice	FUEL DISBURSEMENT	08/01/2021	1,254.63		08/21	401-5800
CITY REVENUE FUND	4	Invoice	FUEL DISBURSEMENT	08/01/2021	176.48		08/21	301-5800
CITY REVENUE FUND	5	Invoice	FUEL DISBURSEMENT	08/01/2021	156.55		08/21	601-5800
CITY REVENUE FUND	6	Invoice	FUEL DISBURSEMENT	08/01/2021	876.55		08/21	521-5800
Total CITY REVENUE FUND (860):					4,905.41			
COMPANY CARE (930)								
COMPANY CARE	1	Invoice	PHYSICAL EXAM FOR EN	07/31/2021	165.00		08/21	201-5120
Total COMPANY CARE (930):					165.00			
CORNHUSKER INTERNATIONAL TRUCK (1010)								
CORNHUSKER INTERNATIONAL TRUCK	1	Invoice	POWER STEERING FLUI	07/19/2021	54.30		08/21	401-5968
CORNHUSKER INTERNATIONAL TRUCK	1	Invoice	POWER STEERING GEA	07/21/2021	658.55	1169	08/21	401-5968
CORNHUSKER INTERNATIONAL TRUCK	2	Invoice	CORE DEPOSIT	07/21/2021	562.50		08/21	401-5968
CORNHUSKER INTERNATIONAL TRUCK	1	Invoice	CORE DEPOSIT REFUND	07/28/2021	562.50-		08/21	401-5968
Total CORNHUSKER INTERNATIONAL TRUCK (1010):					712.85			
CRETE ACE HARDWARE (1060)								
CRETE ACE HARDWARE	1	Invoice	CLEANING SUPPLIES	07/01/2021	24.06		08/21	201-5329
CRETE ACE HARDWARE	1	Invoice	MISC SUPPLIES	07/01/2021	29.39		08/21	401-6020
CRETE ACE HARDWARE	1	Invoice	FUSE FOR SLIDES	07/03/2021	21.15		08/21	522-5330
CRETE ACE HARDWARE	1	Invoice	MAINT ON SBR BLOWER	07/06/2021	48.90		08/21	003-7201
CRETE ACE HARDWARE	1	Invoice	OIL/FILTER	07/08/2021	40.96		08/21	601-5801
CRETE ACE HARDWARE	2	Invoice	HOOK SCREWS	07/08/2021	24.32		08/21	601-8500
CRETE ACE HARDWARE	1	Invoice	MOP HEAD	07/09/2021	8.73		08/21	501-5541
CRETE ACE HARDWARE	1	Invoice	POOL SUPPLIES	07/13/2021	33.81		08/21	722-5541
CRETE ACE HARDWARE	1	Invoice	JANITORIAL SUPPLIES	07/13/2021	7.34		08/21	521-5332
CRETE ACE HARDWARE	1	Invoice	LED BULBS	07/13/2021	7.35		08/21	521-5332
CRETE ACE HARDWARE	1	Invoice	MISC SUPPLIES	07/14/2021	20.95		08/21	401-6020
CRETE ACE HARDWARE	1	Invoice	OIL MIX	07/15/2021	25.34		08/21	521-5801
CRETE ACE HARDWARE	1	Invoice	POOL SUPPLIES	07/15/2021	16.53		08/21	722-5541
CRETE ACE HARDWARE	1	Invoice	FLUSH LEVER	07/15/2021	11.95		08/21	201-5329

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE	1	Invoice	MAINT ON SBR BLOWER	07/19/2021	215.16		08/21	003-7201
CRETE ACE HARDWARE	1	Invoice	MARKING PAINT	07/20/2021	6.43		08/21	501-5330
CRETE ACE HARDWARE	1	Invoice	MOWER PARTS	07/22/2021	71.97		08/21	003-7220
CRETE ACE HARDWARE	1	Invoice	PLAYGROUND EQUIP RE	07/27/2021	27.73		08/21	521-5332
CRETE ACE HARDWARE	1	Invoice	WEEDEATER REPAIR	07/29/2021	34.99		08/21	601-5330
CRETE ACE HARDWARE	2	Invoice	FUEL/OIL ADDITIVE	07/29/2021	44.97		08/21	601-5801
CRETE ACE HARDWARE	1	Invoice	ADHESIVE/WEEDEATER	07/30/2021	25.49		08/21	521-5332
CRETE ACE HARDWARE	1	Invoice	LED / REDUCR SOCKT	07/06/2021	102.85		08/21	001-8071
CRETE ACE HARDWARE	1	Invoice	SUPPLIES	07/07/2021	12.54		08/21	002-7201
CRETE ACE HARDWARE	1	Invoice	PLANT SUPPLIES	07/29/2021	18.24		08/21	001-7080
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/01/2021	19.78		08/21	701-5330
CRETE ACE HARDWARE	1	Invoice	RETURNED ITEM	07/22/2021	15.10-		08/21	701-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/20/2021	63.42		08/21	701-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/22/2021	28.32		08/21	701-5330
CRETE ACE HARDWARE	1	Invoice	JANITORIAL	07/29/2021	30.58		08/21	701-5541
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/01/2021	21.92		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/06/2021	25.16		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/07/2021	8.99		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/15/2021	53.94		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/16/2021	2.04		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/22/2021	253.33		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/22/2021	8.63		08/21	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/29/2021	53.92		08/21	301-5330
Total CRETE ACE HARDWARE (1060):					1,436.08			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	OFFICE SUPPLIES	07/13/2021	29.84		08/21	701-9900
CRETE FOODMART (GEN)	1	Invoice	DONATIONS	07/19/2021	2.50		08/21	702-5692
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	08/09/2021	37.35		08/21	003-7282
CRETE FOODMART (GEN)	1	Invoice	DISTILLED WATER	08/11/2021	2.88		08/21	002-7281
Total CRETE FOODMART (GEN) (1095):					72.57			
CRETE GLASS (1100)								
CRETE GLASS	1	Invoice	WINDOW FILM	08/04/2021	487.00		08/21	531-6482
Total CRETE GLASS (1100):					487.00			
CRETE VETERINARY CLINIC (1140)								
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	07/09/2021	67.50		08/21	203-5345

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE VETERINARY CLINIC	1	Invoice	BOARD/DISPOSAL - CAT	07/09/2021	137.00		08/21	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	07/15/2021	81.00		08/21	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	07/15/2021	120.00		08/21	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	07/15/2021	81.00		08/21	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - RABBIT	07/23/2021	81.00		08/21	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - DOG	07/28/2021	99.00		08/21	203-5345
Total CRETE VETERINARY CLINIC (1140):					666.50			
CULLIGAN WATER SERVICE (1160)								
CULLIGAN WATER SERVICE	1	Invoice	WATER COOLER RENTAL	07/31/2021	26.50		08/21	701-9900
Total CULLIGAN WATER SERVICE (1160):					26.50			
DEPT. OF ENERGY W.A.P.A. (1250)								
DEPT. OF ENERGY W.A.P.A.	1	Invoice	PURCHASED POWER WA	08/11/2021	30,426.63		08/21	001-7240
Total DEPT. OF ENERGY W.A.P.A. (1250):					30,426.63			
DOANE UNIVERSITY (1340)								
DOANE UNIVERSITY	1	Invoice	EMPLOYEE APPRECIATI	08/01/2021	285.62		08/21	101-8500
DOANE UNIVERSITY	2	Invoice	EMPLOYEE APPRECIATI	08/01/2021	577.88		08/21	201-8500
DOANE UNIVERSITY	3	Invoice	EMPLOYEE APPRECIATI	08/01/2021	46.50		08/21	201-8500
DOANE UNIVERSITY	4	Invoice	EMPLOYEE APPRECIATI	08/01/2021	338.76		08/21	401-8500
DOANE UNIVERSITY	5	Invoice	EMPLOYEE APPRECIATI	08/01/2021	46.50		08/21	601-8500
DOANE UNIVERSITY	6	Invoice	EMPLOYEE APPRECIATI	08/01/2021	99.63		08/21	701-8500
DOANE UNIVERSITY	7	Invoice	EMPLOYEE APPRECIATI	08/01/2021	93.00		08/21	521-8500
DOANE UNIVERSITY	8	Invoice	EMPLOYEE APPRECIATI	08/01/2021	152.77		08/21	722-8500
DOANE UNIVERSITY	9	Invoice	EMPLOYEE APPRECIATI	08/01/2021	418.46		08/21	001-8500
DOANE UNIVERSITY	10	Invoice	EMPLOYEE APPRECIATI	08/01/2021	365.33		08/21	002-8500
DOANE UNIVERSITY	11	Invoice	EMPLOYEE APPRECIATI	08/01/2021	232.47		08/21	003-8500
Total DOANE UNIVERSITY (1340):					2,656.92			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	DESK/CREDENZA	07/14/2021	2,482.68		08/21	531-6480
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	07/01/2021	90.17		08/21	201-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	07/29/2021	20.58		08/21	401-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	07/29/2021	10.07		08/21	003-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	07/29/2021	11.98		08/21	002-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	07/29/2021	11.97		08/21	001-9900

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/05/2021	109.24		08/21	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/05/2021	109.24		08/21	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/05/2021	95.00		08/21	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/05/2021	95.00		08/21	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/05/2021	21.92		08/21	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/12/2021	19.99		08/21	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/12/2021	16.52		08/21	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/12/2021	16.52		08/21	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/12/2021	14.37		08/21	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/12/2021	14.37		08/21	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/12/2021	61.31		08/21	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/12/2021	43.25		08/21	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/12/2021	21.45		08/21	401-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/12/2021	14.98		08/21	201-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/12/2021	10.69		08/21	701-9900
EAKES OFFICE SOLUTIONS	5	Invoice	OFFICE SUPPLIES	08/12/2021	54.46		08/21	521-6020
Total EAKES OFFICE SOLUTIONS (1475):					3,345.76			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	08/15/2021	13.20		08/21	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	08/15/2021	16.50		08/21	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	08/15/2021	.66		08/21	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	08/15/2021	.66		08/21	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	08/15/2021	1.98		08/21	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	08/15/2021	66.00		08/21	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	08/15/2021	16.50		08/21	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	08/15/2021	16.50		08/21	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					132.00			
FES (5604)								
FES	1	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	101-6050
FES	2	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	201-6050
FES	3	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	301-6050
FES	4	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	701-6050
FES	5	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	721-6050
FES	6	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	001-9925
FES	7	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	002-9910
FES	8	Invoice	ANNUAL HOSTING	08/01/2021	450.00		08/21	003-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total FES (5604):					3,600.00			
FIRST NATIONAL BANK OF OMAHA (1770)								
FIRST NATIONAL BANK OF OMAHA	1	Invoice	YOUNG CC, TURTLE TRA	04/13/2021	260.00		08/21	531-6477
FIRST NATIONAL BANK OF OMAHA	2	Invoice	YOUNG CC, AMAZON XX-	04/13/2021	531.45		08/21	201-5120
FIRST NATIONAL BANK OF OMAHA	3	Invoice	YOUNG CC, USPS #789	04/13/2021	10.14		08/21	201-9650
FIRST NATIONAL BANK OF OMAHA	4	Invoice	YOUNG CC, HEATH SPO	04/13/2021	50.00		08/21	531-6477
FIRST NATIONAL BANK OF OMAHA	5	Invoice	YOUNG CC, PRI MGMT 7	04/13/2021	149.00		08/21	201-9760
FIRST NATIONAL BANK OF OMAHA	1	Invoice	STEVE CC, AMAZON XX-	07/28/2021	129.95		08/21	201-5329
FIRST NATIONAL BANK OF OMAHA	2	Invoice	STEVE CC, BROWNELLS	07/28/2021	466.27		08/21	531-6477
FIRST NATIONAL BANK OF OMAHA	3	Invoice	STEVE CC, AMAZON XX-	07/28/2021	48.88		08/21	201-5329
FIRST NATIONAL BANK OF OMAHA	4	Invoice	STEVE CC, AMAZON XX-	07/28/2021	316.49		08/21	531-6477
FIRST NATIONAL BANK OF OMAHA	5	Invoice	STEVE CC, POSITIVE PR	07/28/2021	219.45		08/21	201-5370
FIRST NATIONAL BANK OF OMAHA	6	Invoice	STEVE CC, BUFFALO WIL	07/28/2021	3.00-		08/21	201-9760
FIRST NATIONAL BANK OF OMAHA	7	Invoice	STEVE CC, WALMART 02	07/28/2021	118.00		08/21	201-5660
FIRST NATIONAL BANK OF OMAHA	8	Invoice	STEVE CC, HARBOR FRE	07/28/2021	306.94		08/21	531-6420
FIRST NATIONAL BANK OF OMAHA	9	Invoice	STEVE CC, AMAZON XX-	07/28/2021	22.81		08/21	201-5370
FIRST NATIONAL BANK OF OMAHA	10	Invoice	STEVE CC, 88 TACTICAL	07/28/2021	695.00		08/21	201-9760
FIRST NATIONAL BANK OF OMAHA	11	Invoice	STEVE CC, WALMART 05	07/28/2021	52.32		08/21	201-5791
FIRST NATIONAL BANK OF OMAHA	12	Invoice	STEVE CC, WALMART 04	07/28/2021	118.00		08/21	201-5660
FIRST NATIONAL BANK OF OMAHA	13	Invoice	STEVE CC, RUBBERSTA	07/28/2021	83.80		08/21	201-9900
FIRST NATIONAL BANK OF OMAHA	14	Invoice	STEVE CC, WALMART 08	07/28/2021	96.59		08/21	201-5329
FIRST NATIONAL BANK OF OMAHA	15	Invoice	STEVE CC, WALMART 08	07/28/2021	14.64		08/21	531-6420
FIRST NATIONAL BANK OF OMAHA	16	Invoice	STEVE CC, PACIFIC COA	07/28/2021	359.39		08/21	531-6477
Total FIRST NATIONAL BANK OF OMAHA (1770):					4,046.12			
GRAINGER (2005)								
GRAINGER	1	Invoice	BALL VALVE	08/03/2021	45.47		08/21	401-5771
GRAINGER	2	Invoice	HAMMER DRILL BIT	08/03/2021	60.66		08/21	401-6020
Total GRAINGER (2005):					106.13			
GWORKS (2055)								
GWORKS	1	Invoice	ANNUAL MAINTENANCE	08/01/2021	3,600.00		08/21	001-9920
GWORKS	2	Invoice	ANNUAL MAINTENANCE	08/01/2021	3,600.00		08/21	002-9920
GWORKS	3	Invoice	ANNUAL MAINTENANCE	08/01/2021	3,600.00		08/21	003-9920
GWORKS	4	Invoice	ANNUAL MAINTENANCE	08/01/2021	3,600.00		08/21	101-9920
GWORKS	5	Invoice	ANNUAL MAINTENANCE	08/01/2021	3,600.00		08/21	401-9920

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total GWORKS (2055):					18,000.00			
HISTORY NEBRASKA (5774)								
HISTORY NEBRASKA	1	Invoice	SUBSCRIPTION	07/20/2021	35.00		08/21	701-5691
Total HISTORY NEBRASKA (5774):					35.00			
JAY'S OIL CO. (2405)								
JAY'S OIL CO.	1	Invoice	TIRE REPAIR	07/28/2021	25.00		08/21	002-8460
Total JAY'S OIL CO. (2405):					25.00			
KEN'S USAVE PHARMACY (2570)								
KEN'S USAVE PHARMACY	1	Invoice	MEDICAL SUPPLIES	07/12/2021	7.89		08/21	302-5341
Total KEN'S USAVE PHARMACY (2570):					7.89			
LINCOLN CHILDRENS MUSEUM (5775)								
LINCOLN CHILDRENS MUSEUM	1	Invoice	EDUCATION VISIT	07/27/2021	124.64		08/21	702-5692
Total LINCOLN CHILDRENS MUSEUM (5775):					124.64			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	BLUE PAINT INVERTED M	07/22/2021	103.20	1160	08/21	002-8021
Total LINCOLN WINWATER WORKS (2810):					103.20			
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	PIRANHA SEGMENT	08/04/2021	236.48		08/21	401-5771
Total MACQUEEN EQUIPMENT LLC (2930):					236.48			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	07/28/2021	67.58		08/21	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/04/2021	61.58		08/21	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/11/2021	70.43		08/21	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					199.59			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MCI VERIZON (3055)								
MCI VERIZON	2	Invoice	TOLL FREE LINE	08/07/2021	12.00		08/21	101-7530
MCI VERIZON	3	Invoice	TOLL FREE LINE	08/07/2021	12.00		08/21	201-5220
MCI VERIZON	4	Invoice	TOLL FREE LINE	08/07/2021	12.00		08/21	301-7530
MCI VERIZON	5	Invoice	TOLL FREE LINE	08/07/2021	12.00		08/21	721-7530
MCI VERIZON	6	Invoice	TOLL FREE LINE	08/07/2021	17.62		08/21	001-9660
Total MCI VERIZON (3055):					65.62			
MIDWEST ALARM SERVICES (3175)								
MIDWEST ALARM SERVICES	1	Invoice	INSPECT SERV 210 E 14T	07/27/2021	123.00		08/21	301-5330
Total MIDWEST ALARM SERVICES (3175):					123.00			
MIDWEST LABORATORIES INC (3195)								
MIDWEST LABORATORIES INC	1	Invoice	LABS	08/04/2021	2,654.00		08/21	003-7282
MIDWEST LABORATORIES INC	1	Invoice	LAB SUPPLIES	08/04/2021	85.00		08/21	001-9670
Total MIDWEST LABORATORIES INC (3195):					2,739.00			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	ORING/DRY DIABSORD	07/23/2021	16.76		08/21	002-8460
NAPA AUTO PARTS	1	Invoice	CONNECTOR/CRIMPERS	07/27/2021	10.92		08/21	601-5330
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	07/22/2021	30.47		08/21	301-5791
Total NAPA AUTO PARTS (3345):					58.15			
NE SECRETARY OF STATE (3495)								
NE SECRETARY OF STATE	1	Invoice	NOTARY RENEWAL	08/10/2021	30.00		08/21	201-8500
Total NE SECRETARY OF STATE (3495):					30.00			
NEBRASKA.GOV (3575)								
NEBRASKA.GOV	1	Invoice	JUSTICE CASE LISTING (	07/31/2021	1.00		08/21	101-5420
Total NEBRASKA.GOV (3575):					1.00			
NORRIS PUBLIC POWER DISTRICT (3685)								
NORRIS PUBLIC POWER DISTRICT	1	Invoice	ELECTRICITY	08/02/2021	9,056.34		08/21	003-7530
NORRIS PUBLIC POWER DISTRICT	1	Invoice	UTILITIES	08/02/2021	10.09		08/21	521-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NORRIS PUBLIC POWER DISTRICT (3685):					9,066.43			
OCLC INC (3745)								
OCLC INC	1	Invoice	STATE GRANT EXPENSE	08/01/2021	175.21		08/21	702-5700
Total OCLC INC (3745):					175.21			
ODEYS INC (3750)								
ODEYS INC	1	Invoice	HOME PLATE & PAINT	07/30/2021	400.95		08/21	521-5581
ODEYS INC	1	Invoice	FIELD CONDITIONER	07/30/2021	478.00		08/21	521-5589
Total ODEYS INC (3750):					878.95			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	07/31/2021	34.41		08/21	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	07/31/2021	34.41		08/21	002-9730
Total ONE CALL CONCEPTS INC (3810):					68.82			
ONE SOURCE BACKGROUND (3815)								
ONE SOURCE BACKGROUND	1	Invoice	BACKGROUND CHECK	07/31/2021	38.00		08/21	201-9860
ONE SOURCE BACKGROUND	2	Invoice	BACKGROUND CHECK	07/31/2021	29.00		08/21	722-9860
Total ONE SOURCE BACKGROUND (3815):					67.00			
O'REILLY AUTO PARTS (3825)								
O'REILLY AUTO PARTS	1	Invoice	BACKHOE REPAIR	07/21/2021	61.26		08/21	002-8460
Total O'REILLY AUTO PARTS (3825):					61.26			
PAPER TIGER SHREDDING (3905)								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	07/31/2021	30.00		08/21	201-5329
Total PAPER TIGER SHREDDING (3905):					30.00			
PAVERS INC (3925)								
PAVERS INC	1	Invoice	COLD MIX ASPHALT	07/26/2021	341.36		08/21	401-5980
Total PAVERS INC (3925):					341.36			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE	08/01/2021	200.60		08/21	101-9650
QUADIENT FINANCE USA INC	2	Invoice	POSTAGE	08/01/2021	50.15		08/21	401-9650
QUADIENT FINANCE USA INC	3	Invoice	POSTAGE	08/01/2021	150.45		08/21	701-9650
QUADIENT FINANCE USA INC	4	Invoice	POSTAGE	08/01/2021	150.45		08/21	721-9650
QUADIENT FINANCE USA INC	5	Invoice	POSTAGE	08/01/2021	250.75		08/21	001-9650
QUADIENT FINANCE USA INC	6	Invoice	POSTAGE	08/01/2021	100.30		08/21	002-9650
QUADIENT FINANCE USA INC	7	Invoice	POSTAGE	08/01/2021	100.30		08/21	003-9650
Total QUADIENT FINANCE USA INC (5591):					1,003.00			
QUICK MED CLAIMS (4125)								
QUICK MED CLAIMS	1	Invoice	OUTSIDE SERVICES (AC	07/31/2021	2,613.59		08/21	302-5340
Total QUICK MED CLAIMS (4125):					2,613.59			
RENKER, LAURA (4270)								
RENKER, LAURA	1	Invoice	REIMBURSEMENT	06/11/2021	19.16		08/21	701-5692
Total RENKER, LAURA (4270):					19.16			
RESCO (4280)								
RESCO	1	Invoice	ALUMAFORM 100A POLY	08/10/2021	1,236.25	1132	08/21	001-1500
Total RESCO (4280):					1,236.25			
SACK LUMBER CO (4385)								
SACK LUMBER CO	1	Invoice	BRONZE SCREWS	08/04/2021	13.96		08/21	401-6020
SACK LUMBER CO	1	Invoice	LIBRARY SHELTER	01/04/2021	18,356.00		08/21	531-6461
Total SACK LUMBER CO (4385):					18,369.96			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	07/31/2021	212.81		08/21	301-5800
SAPP BROS PETROLEUM	2	Invoice	FUEL-ACCT #742498	07/31/2021	211.45		08/21	302-5800
Total SAPP BROS PETROLEUM (4505):					424.26			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING NOTICE-COUN	08/04/2021	9.82		08/21	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING NOTICE	07/28/2021	9.82		08/21	301-5390

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT	1	Invoice	ADVERTISER DEBIT	07/21/2021	1.02		08/21	301-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	DISPLAY JULY NEWS	07/30/2021	105.00		08/21	702-5692
Total SEWARD COUNTY INDEPENDENT (4590):					125.66			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL/FILTER	08/03/2021	32.82		08/21	003-8460
SID DILLON FORD	1	Invoice	UNIT 6 REPAIR	08/11/2021	722.73		08/21	201-5791
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 5	08/12/2021	57.44		08/21	201-5791
Total SID DILLON FORD (4635):					812.99			
SIEDHOFF BODY SHOP (4640)								
SIEDHOFF BODY SHOP	1	Invoice	#2021-3688 TOWING	08/05/2021	175.00		08/21	201-5812
Total SIEDHOFF BODY SHOP (4640):					175.00			
SIRCHIE FINGER PRINT LAB (4665)								
SIRCHIE FINGER PRINT LAB	1	Invoice	EVIDENCE COLLECTION	08/03/2021	225.20		08/21	201-5660
Total SIRCHIE FINGER PRINT LAB (4665):					225.20			
SISOUVONG, KELSEY (5776)								
SISOUVONG, KELSEY	1	Invoice	REIMBURSE ACCOUNTIN	08/10/2021	419.07		08/21	101-9760
SISOUVONG, KELSEY	1	Invoice	REIMBURSE POLITICAL	08/10/2021	415.58		08/21	101-9760
Total SISOUVONG, KELSEY (5776):					834.65			
SPECTRUM (4730)								
SPECTRUM	1	Invoice	INTERNET	08/01/2021	64.68		08/21	101-7530
SPECTRUM	2	Invoice	INTERNET	08/01/2021	46.87		08/21	201-6050
SPECTRUM	3	Invoice	TV	08/01/2021	1.14		08/21	101-7530
SPECTRUM	4	Invoice	INTERNET	08/01/2021	16.10		08/21	301-7530
SPECTRUM	5	Invoice	INTERNET	08/01/2021	35.39		08/21	701-7530
SPECTRUM	6	Invoice	TV	08/01/2021	3.75		08/21	701-7530
SPECTRUM	7	Invoice	TV	08/01/2021	1.71		08/21	301-7530
SPECTRUM	8	Invoice	TV	08/01/2021	4.99		08/21	201-6050
SPECTRUM	9	Invoice	TV	08/01/2021	7.72		08/21	502-7530
SPECTRUM	10	Invoice	TV	08/01/2021	2.31		08/21	001-9910
SPECTRUM	11	Invoice	TV	08/01/2021	1.14		08/21	002-9910
SPECTRUM	12	Invoice	INTERNET	08/01/2021	17.81		08/21	001-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SPECTRUM	13	Invoice	INTERNET	08/01/2021	10.72		08/21	002-9910
SPECTRUM	1	Invoice	UTLITY-239 E 13TH ST	08/01/2021	17.95		08/21	501-7530
SPECTRUM	1	Invoice	UTILITY-1410 MAIN AVE	08/01/2021	8.98		08/21	502-7530
SPECTRUM	1	Invoice	INTERNET-1945 FOREST	08/01/2021	8.98		08/21	201-5220
Total SPECTRUM (4730):					250.24			
TELEFLEX LLC (5745)								
TELEFLEX LLC	1	Invoice	MEDICAL SUPPLIES	07/30/2021	677.50		08/21	302-5341
Total TELEFLEX LLC (5745):					677.50			
TYLER TECHNOLOGIES INC (5166)								
TYLER TECHNOLOGIES INC	1	Invoice	E CITATION TECHNOLOG	06/30/2021	1,000.00		08/21	531-6420
TYLER TECHNOLOGIES INC	1	Invoice	E CITATION TECHNOLOG	06/03/2021	6,500.00		08/21	531-6420
Total TYLER TECHNOLOGIES INC (5166):					7,500.00			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JOY CC, ABEBOOKS 7001	07/26/2021	18.47		08/21	701-5691
U.S. BANK	2	Invoice	JOY CC, ELITE EVENTS 1	07/26/2021	51.00		08/21	701-5692
U.S. BANK	3	Invoice	JOY CC, ABEBOOKS 6-28	07/26/2021	4.89		08/21	701-5691
U.S. BANK	4	Invoice	JOY CC, SURVEYMONKE	07/26/2021	26.00		08/21	701-6210
U.S. BANK	5	Invoice	JOY CC, NLA 7-12-21	07/26/2021	75.00		08/21	701-5400
U.S. BANK	6	Invoice	JOY CC, ARSL 61132	07/26/2021	50.00		08/21	701-9760
U.S. BANK	7	Invoice	JOY CC, CHEFAUCHECF	07/26/2021	300.00		08/21	702-5692
U.S. BANK	8	Invoice	JOY CC, ELITE EVENTS 1	07/26/2021	101.65		08/21	702-5692
U.S. BANK	9	Invoice	JOY CC, OVERDRIVE 014	07/26/2021	67.48		08/21	702-5692
U.S. BANK	10	Invoice	JOY CC, HEATH SPORTS	07/26/2021	202.00		08/21	702-5692
U.S. BANK	11	Invoice	JOY CC, ABEBOOKS FRG	07/26/2021	.36		08/21	701-5691
U.S. BANK	1	Invoice	LAURA CC, WALMART 05	07/26/2021	21.08		08/21	702-5692
U.S. BANK	2	Invoice	LAURA CC, WALMART 09	07/26/2021	36.89		08/21	702-5692
U.S. BANK	3	Invoice	LAURA CC, WALMART 04	07/26/2021	24.64		08/21	701-6210
U.S. BANK	4	Invoice	LAURA CC, BARNES & N	07/26/2021	62.27		08/21	702-5692
Total U.S. BANK (5170):					1,041.73			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	HSA FEES	08/01/2021	7.75		08/21	101-9620
UNION BANK & TRUST CO	2	Invoice	HSA FEES	08/01/2021	8.43		08/21	201-9620
UNION BANK & TRUST CO	3	Invoice	HSA FEES	08/01/2021	1.36		08/21	203-9620

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
UNION BANK & TRUST CO	4	Invoice	HSA FEES	08/01/2021	7.75		08/21	401-9620
UNION BANK & TRUST CO	5	Invoice	HSA FEES	08/01/2021	2.72		08/21	601-9620
UNION BANK & TRUST CO	6	Invoice	HSA FEES	08/01/2021	10.88		08/21	701-9620
UNION BANK & TRUST CO	7	Invoice	HSA FEES	08/01/2021	17.22		08/21	001-9620
UNION BANK & TRUST CO	8	Invoice	HSA FEES	08/01/2021	7.30		08/21	002-9620
UNION BANK & TRUST CO	9	Invoice	HSA FEES	08/01/2021	4.59		08/21	003-9620
UNION BANK & TRUST CO	1	Invoice	HSA FEES	08/01/2021	3.20		08/21	101-9620
UNION BANK & TRUST CO	2	Invoice	HSA FEES	08/01/2021	3.20		08/21	201-9620
UNION BANK & TRUST CO	3	Invoice	HSA FEES	08/01/2021	3.20		08/21	401-9620
UNION BANK & TRUST CO	4	Invoice	HSA FEES	08/01/2021	6.40		08/21	002-9620
Total UNION BANK & TRUST CO (5205):					84.00			
UNITE PRIVATE NETWORKS LLC (5210)								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	08/01/2021	88.00		08/21	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	08/01/2021	99.00		08/21	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	08/01/2021	88.00		08/21	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	08/01/2021	99.00		08/21	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	08/01/2021	550.00		08/21	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	08/01/2021	88.00		08/21	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	08/01/2021	88.00		08/21	003-9910
Total UNITE PRIVATE NETWORKS LLC (5210):					1,100.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	07/31/2021	12.58		08/21	003-9650
Total UPS (5240):					12.58			
USABLUBOOK (5250)								
USABLUBOOK	1	Invoice	LAB SUPPLIES	08/09/2021	139.86		08/21	002-7281
Total USABLUBOOK (5250):					139.86			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	CELL PHONE	08/01/2021	46.26		08/21	101-5452
VERIZON WIRELESS	2	Invoice	CELL PHONE	08/01/2021	41.12		08/21	101-6201
VERIZON WIRELESS	3	Invoice	CELL PHONE	08/01/2021	46.26		08/21	201-5220
VERIZON WIRELESS	4	Invoice	CELL PHONE	08/01/2021	200.32		08/21	001-9660
VERIZON WIRELESS	5	Invoice	CELL PHONE	08/01/2021	70.20		08/21	002-9660
VERIZON WIRELESS	6	Invoice	CELL PHONE	08/01/2021	29.08		08/21	003-9660

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
VERIZON WIRELESS	7	Invoice	CELL PHONE	08/01/2021	70.20		08/21	401-8500
VERIZON WIRELESS	8	Invoice	CELL PHONE	08/01/2021	127.67		08/21	301-7530
VERIZON WIRELESS	9	Invoice	CELL PHONE	08/01/2021	70.20		08/21	721-8500
VERIZON WIRELESS	10	Invoice	TABLET	08/01/2021	10.01		08/21	001-9920
VERIZON WIRELESS	11	Invoice	TABLET	08/01/2021	10.00		08/21	002-9920
VERIZON WIRELESS	12	Invoice	TABLET	08/01/2021	10.00		08/21	003-9920
VERIZON WIRELESS	13	Invoice	TABLET	08/01/2021	10.00		08/21	401-9920
VERIZON WIRELESS	1	Invoice	CELL PHONE PD	08/01/2021	240.10		08/21	201-5220
VERIZON WIRELESS	1	Invoice	UTILITY-1440 LINDEN	07/23/2021	18.02		08/21	301-7530
Total VERIZON WIRELESS (5295):					999.44			
VESERIS (5579)								
VESERIS	1	Invoice	MOSQUITO SPRAY	07/30/2021	1,925.00	1172	08/21	401-5590
Total VESERIS (5579):					1,925.00			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	08/01/2021	59.05		08/21	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	08/01/2021	166.82		08/21	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	08/01/2021	21.10		08/21	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	08/01/2021	29.53		08/21	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	08/01/2021	29.52		08/21	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	08/01/2021	466.57		08/21	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	212 E 15TH ST	08/01/2021	77.25		08/21	401-5330
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	08/01/2021	56.67		08/21	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST AVE	08/01/2021	60.70		08/21	701-5330
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	08/01/2021	148.45		08/21	521-7530
Total WASTE CONNECTIONS OF NEBRASKA (5360):					1,115.66			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-CITY HALL	08/04/2021	153.42		08/21	101-7530
WINDSTREAM	2	Invoice	PHONE-CITY HALL	08/04/2021	145.14		08/21	201-5220
WINDSTREAM	3	Invoice	PHONE-CITY HALL	08/04/2021	112.01		08/21	721-7530
WINDSTREAM	4	Invoice	PHONE-CITY HALL	08/04/2021	127.59		08/21	003-9660
WINDSTREAM	5	Invoice	PHONE-CITY HALL	08/04/2021	81.97		08/21	401-7530
WINDSTREAM	6	Invoice	PHONE-CITY HALL	08/04/2021	123.92		08/21	001-9660
WINDSTREAM	7	Invoice	PHONE-CITY HALL	08/04/2021	61.97		08/21	002-9660
WINDSTREAM	1	Invoice	PHONE-COMM CTR	08/04/2021	58.84		08/21	502-7530
WINDSTREAM	1	Invoice	PHONE-EMERGENCY MG	08/04/2021	74.91		08/21	101-5490

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
WINDSTREAM	1	Invoice	PHONE-FIRE	08/04/2021	62.49		08/21	301-7530
WINDSTREAM	1	Invoice	PHONE-NMPP	08/04/2021	71.52		08/21	001-9660
WINDSTREAM	1	Invoice	PHONE-POLICE	08/04/2021	1,329.42		08/21	201-5220
WINDSTREAM	1	Invoice	PHONE-SC E911	08/06/2021	538.37		08/21	202-5220
Total WINDSTREAM (5465):					2,941.57			
ZELLE (5570)								
ZELLE	1	Invoice	HR CONSULTING FEE	08/01/2021	277.87		08/21	101-5163
ZELLE	2	Invoice	HR CONSULTING FEE	08/01/2021	902.63		08/21	201-5163
ZELLE	3	Invoice	HR CONSULTING FEE	08/01/2021	416.63		08/21	401-5163
ZELLE	4	Invoice	HR CONSULTING FEE	08/01/2021	69.38		08/21	601-5163
ZELLE	5	Invoice	HR CONSULTING FEE	08/01/2021	277.88		08/21	701-5163
ZELLE	6	Invoice	HR CONSULTING FEE	08/01/2021	138.75		08/21	521-5163
ZELLE	7	Invoice	HR CONSULTING FEE	08/01/2021	138.75		08/21	721-5163
ZELLE	8	Invoice	HR CONSULTING FEE	08/01/2021	625.12		08/21	001-9623
ZELLE	9	Invoice	HR CONSULTING FEE	08/01/2021	625.12		08/21	002-9623
ZELLE	10	Invoice	HR CONSULTING FEE	08/01/2021	277.87		08/21	003-9623
Total ZELLE (5570):					3,750.00			
Grand Totals:					152,888.21			

Report GL Period Summary

GL Period	Amount
08/21	152,888.21
Grand Totals:	152,888.21

Vendor number hash: 463600
 Vendor number hash - split: 1072016
 Total number of invoices: 196
 Total number of transactions: 363

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	152,888.21	.00	152,888.21
Grand Totals:	<u>152,888.21</u>	<u>.00</u>	<u>152,888.21</u>

Report Criteria:

[Report].GL Account = "0010000"-"0499999","0510000"-"99999999"

Crete

123938

212

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use
RECEIVED
AUG 03 2021
NEBRASKA LIQUOR CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- ✓ Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

NA



0400
0019

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CRETE LODGING LLC

Premise information

Liquor License Number: #123938 Class Type C (if new application leave blank)

Premise Trade Name/DBA: FAIRFIELD INN CRETE

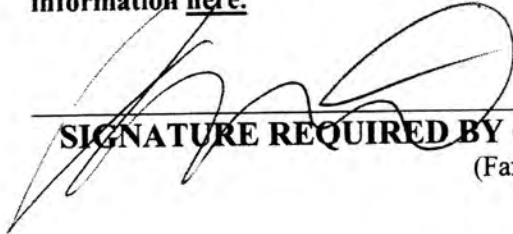
Premise Street Address: 3015 BETTEN DR.

City: CRETE County: SALINE Zip Code: 68333

Premise Phone Number: (402) 318-7770

Premise Email address: Kirti K. Trivedi kt@anantops.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Trivedi ^{• spouse} First Name: Kirti MI: K.
 Home Address: 1177 Ironwood Cr.
 City: Omaha County: Douglas Zip Code: 68152-5243
 Home Phone Number: 402-432-4863 (Cell)
 Driver's License Number & State: [REDACTED]
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Chicago, IL
 Email address: kt@anantops.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Trivedi First Name: Seema MI:
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: New Delhi, India

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, Nebraska	2007	present	Omaha, Nebraska	2009	present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013 Present	Anant Operations, Inc.	Self	402-933-6959
2004 Present	Trivedi, Inc.	Self	402-933-6959

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page. See attached

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Kirti K. Trivedi				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s): See attached

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 12/04/2018 Name on Certificate: Kirti K. Trivedi

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kirti K. Trivedi	12/04/2018	RBST - Nebraska <i>exp. 12/4/21</i>

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kirti K. Trivedi		See Attached

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

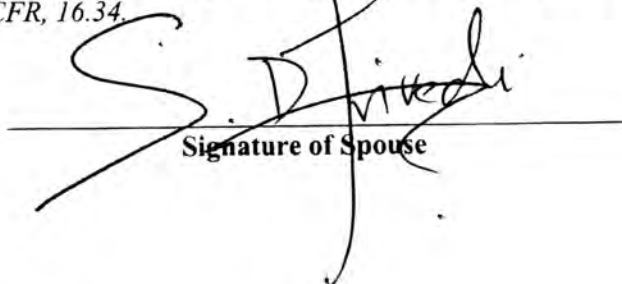
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*



Signature of Manager Applicant

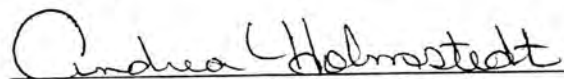


Signature of Spouse

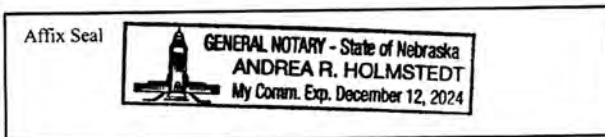
ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this

August 2nd 2021 by Kirti K. Trivedi and Seema Trivedi
date NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 1.

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Kirti K. Trivedi	4/11/2017	Douglas County, NE	DUI 3 rd Offense	Guilty Plea/Admission in Court
	10/4/2016	Douglas County, NE	(1) DUI 3 rd Offense (2) Refusal	Preliminary Waived bindover to District Court-see disposition Dist. Ct. Case amended to DUI-3rd offense; Class W Misdemeanor
	21/21/2015	Douglas County, NE	No Valid Registration	Guilty Plea by Waiver
	12/17/2014	Lancaster County, NE	Improper Registration	Dismissed by Prosecutor
	12/27/2000	Kearney, NE	(1) Leave accident (2) Willful reckless drive amended to Careless	(1) Dismissed (2) Guilty plea by waiver
	8/12/2003	Lincoln, NE	Fail to deliver title on sale/No proof of Ins./No valid license	Dismissed
	12/7/2005	Lincoln, NE	(1) DUI (2) Drive on Suspended license (3) Negligent Drive	(1) Guilty (2) Dismissed (3) Dismissed
	4/19/2007	Lincoln, NE	Drive on Suspended license	Guilty
	8/28/2008	Omaha, NE	(1) DUI (2) Drive during revocation	(1) Guilty (2) Dismissed
	10/15/2001	Hall County, NE	Speeding	Guilty plea by waiver
	7/20/2001	Seward County, NE	Speeding	Guilty plea by waiver
	4/22/2003	Seward County, NE	Speeding	Guilty plea by waiver
	3/14/2005	Lincoln, NE	Speeding	Guilty plea by waiver
	11/1/1999	Adams County, NE	Speeding	Guilty
	12/6/2001	Red Willow County, NE	Speeding	Guilty plea by waiver
	4/9/2003	Cheyenne County, NE	No valid registration	License suspended to failing to appear
	10/27/2004	Adams County, NE	Speeding	Guilty plea by waiver
	12/2/2004	Harlan County, NE	Speeding	Guilty plea by waiver
	9/11/2000	Furnas County, NE	Speeding	Guilty plea by waiver
	1/25/2005	Gosper County, NE	Speeding	Guilty plea by waiver
	3/1/1996	Denver, CO	(1) Disturbing the Peace (2) Trespass	(1) Dismissed (2) Dismissed
	8/24/1997	Pueblo, CO	(1) Disorderly Conduct (2) Damage Property (3) Public Peace/ Possession of Liquor	(1) Guilty Plea (2) Guilty Plea (3) Guilty Plea
	3/26/1998	Pueblo, CO	Criminal Mischief \$400-\$15,000	Dismissed
	8/27/98	Pueblo, CO	Criminal Mischief \$100-\$400	Dismissed

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 2:

Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

License No.	Licensee/DBA Name
#123948 Class C	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport
#087982 Class I	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest
#123950 Class C	Husker Management, Inc. d/b/a Holiday Inn Express Suites Lincoln Southeast
#099259 Class CK	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
#117353 Class C	24 th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
#123949 Class C	LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport
#122853 Class C	Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha
#123938 Class C	Crete Lodging, LLC d/b/a Fairfield Inn Crete
#122854 Class C	McCook Lodging, LLC d/b/a Holiday Inn Express McCook
#123098 Class CK	Village Pointe Lodging d/b/a Aloft-Omaha West

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 4:

List alcohol related training and/or experience (when & where) of person making the application.

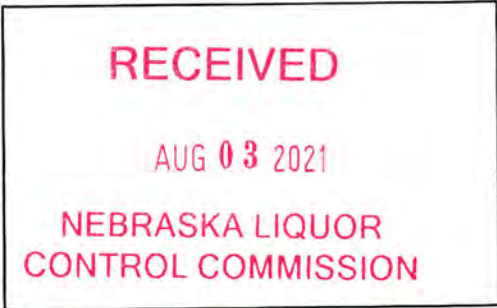
Kirti K. Trivedi Business Ownership and Management Experience. Liquor License number is listed for entities holding licenses and, if applicable, Kirt Trivedi's experience as manager of the licensed premises is listed.

Owner/Member Manager from date of incorporation and/or organization to the present:	Liquor License	Manager of Liquor License Premises
<i>ANANT OPERATIONS, INC.</i> Incorporation: October 29, 2013		
HUSKER MANAGEMENT, INC. (formerly Husker Lodging, Inc.) Date of Incorporation: July 30, 2004	#123950 Class C	2008-2017 Husker Management, Inc. d/b/a Holiday Inn Express & Suites Lincoln Southeast
<i>TRIVEDI, INC.</i> Date of Incorporation: January 22, 2004		
24th STREET ENTERPRISES, L.L.C. Date of Organization: November 1, 2013	#117353 Class C	2016-2017 24th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
<i>ANANT CONSTRUCTION, L.L.C.</i> Date of Organization: April 15, 2016		
<i>ANANT ENTERPRISES, L.L.C.</i> Organization: March 4, 2013		
<i>ANANT PARTNERS, L.L.C.</i> Date of Organization: January 31, 2018		
CRETE LODGING, L.L.C. Date of Organization: May 11, 2015	#123938 Class C	
DMK INVESTMENTS, L.L.C. Organization: May 5, 2006 DMK Investments & Kirt Trivedi are the partners in DMK Union General Partnership	#099259 Class CK	2012-2017 DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
FARNAM LODGING, L.L.C. Date of Organization: November 3, 2016	#122853 Class C	
<i>HUPMOBILE, L.L.C.</i> Date of Organization: November 3, 2016		
<i>HUSKER LODGING, L.L.C.</i> Organization: March 17, 2005		
LNK LODGING, L.L.C. Organization: March 9, 2007	#123948 Class C	2016-2017 LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport
LNK2 LODGING, L.L.C. formerly <i>DMK DEVELOPMENT, L.L.C.</i> Date of Organization: February 28, 2007 Amended Certificate of Organization [Name Change]: February 9, 2015	#123949 Class C	

MCCOOK LODGING, LLC Date of Organization: July 25, 2012	#122854 Class C	
NICHOL FLATS, LLC Date of Organization: October 4, 2013		
TAMARIN LODGING, L.L.C. Date of Organization: November 1, 2007	#087982 Class I	2013-2017 Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest (formerly Aura, Inc. d/b/a Aura Restaurant & Bar)
VILLAGE POINTE LODGING, L.L.C. Date of Organization: June 23, 2016	#123098 Class CK	

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name _____

Name of Person Being Fingerprinted: Kirti K. Trivedi

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 8-2-2021

Location where fingerprints were taken: 4411 S 108 ST Omaha NE 68127

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Kirti K Trivedi

Political Party
Republican

Precinct
FORT CALHOUN WEST PRECINCT

11/03/2020

11/03/2020 2020 General Election



We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Ft Cal St John Baptist Catholic Church-Sh

Schwertley Hall Ft Calhoun, NE 68023



Early Voting Sites

Courthouse

[1555 Collins St Blair, NE 68008](#)

Ballot Styles

02.01

Districts

Show

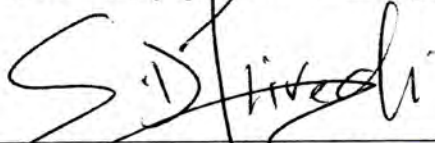
**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov




I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.



Signature of **NON-PARTICIPATING SPOUSE**
Seema Trivedi

Print Name



Signature of **APPLICANT**
Kirti K. Trivedi

Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this August 2nd 2021 (date)

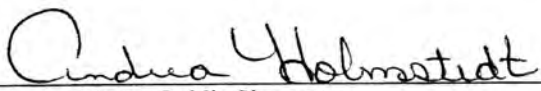
The foregoing instrument was acknowledged before me
this August 2nd 2021 (date)

by Seema Trivedi

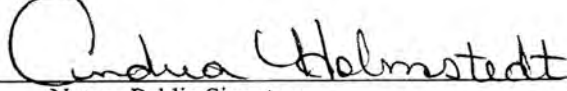
Name of person acknowledged
(Individual signing document)

by Kirti K. Trivedi

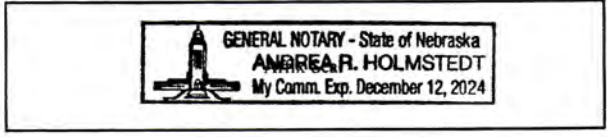
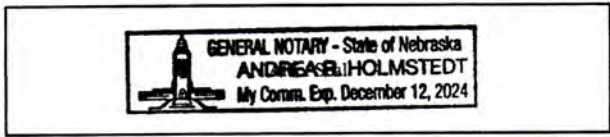
Name of person acknowledged
(Individual signing document)



Notary Public Signature



Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



General	Credential	Number	Earned	Expires
Kirti/Rishabhakshi Trivedi	STATE ALCOHOL	RB-0104424	12-04-2018	12-04-2021
po box 3847	CITY ALCOHOL	LNK-0104427	12-04-2018	12-04-2021
Omaha NE 68103				

NUTRI-JECT SYSTEMS, INC.

515 FIFTH STREET - PO BOX 398 - HUDSON, IOWA 50643

Phone: 319-988-4205 Fax: 319-988-3506

*Turnkey Biosolids Management
Dredging, Digester Cleaning, Biosolids Hauling,
Land Application of Dry and Liquid Biosolids
High Pressure Water Blasting*

QUOTATION FOR:	City of Crete WWTP 701 County Rd. 2250 Crete, NE 68333 Attn: Brandon Koll Phone: 402-826-4312	DATE OF QUOTE:	08-02-21
-----------------------	---	-----------------------	----------

WE ARE PLEASED TO SUBMIT A QUOTATION FOR THE FOLLOWING:

Digester Cleaning, Removal and Land Application of Biosolids at Crete, NE

We propose to provide all material and labor to clean two 70.0' X 70.0' aerobic digesters, located at the City of Crete, NE WWTP. Our services to include transportation and application on suitable land provided by the City. Pumping onto to our transport vehicles to be provided by the City at a rate of least 500gpm. for final application on suitable farmland located adjacent to the WWTP or by the Airport. All cleaning and land application will be completed in strict accordance to all the rules and regulations of NDEQ pertaining to the land application of stabilized biosolids. A recent analysis to be provided by the City will be required.

Our cost is as follows:.....\$80,640.00 Lump sum based upon 17.0' of solids in both digesters.

Within (10) days of completion of the project reports will be forwarded detailing actual gallons applied, total dry ton, dry ton per acre, agronomic, trace metals, and certification detailing that pathogen/vector attraction methods have been met.

This quote is good for 30 days. Please let us know of your intentions so that we may schedule accordingly.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based upon actual quantities.

TERMS: 15 DAYS

DELIVERY: AS SCHEDULED

CUSTOMER'S NAME:

NUTRI-JECT SYSTEMS, INC.

By:



Date:

Scott Wienands, President

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.



August 12, 2021

Ref: 226.348

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

Linden Avenue and 12th Street Asphalt Overlay - Crete, Nebraska

Enclosed are three copies of the project manuals and drawings regarding the above-referenced project. Also, enclosed is a copy of the Advertisement for Bids which needs to be published in the local newspaper. Prior to advertising for bids, the City Council will need to approve the project manual and drawings as provided and authorize advertising for bids.

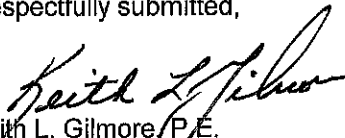
Nebraska State Statutes require that the advertisement be published once at least seven days prior to the bid opening date. However, it is our recommendation that the advertisement be published at least three weeks prior to the selected bid opening date. You will need to contact our office and inform us of the selected bid date so that we may separately send out advertisements to contractors known to be interested in the work.

In accordance with the Nebraska State Statutes, we are submitting an estimate of cost for this project:

Linden Avenue and 12th Street Asphalt Overlay \$90,000

Since this is a statutory requirement, we suggest that at your next meeting, by a vote of the City Council, you approve the estimate specifying or setting out the amount in your minutes.

Respectfully submitted,


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

KLK:va

Enclosures

pc: Tom Ourada, City Administrator
Jerry Wilcox, City Clerk/Treasurer

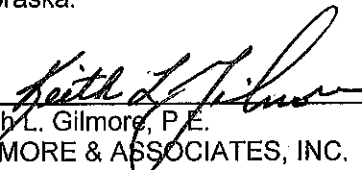
LINDEN AVENUE AND 12TH STREET
ASPHALT OVERLAY
CRETE, NEBRASKA

2021



226.348

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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PAYMENT BOND

NOTICE TO PROCEED

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ARTICLE 5: P.C. CONCRETE CONSTRUCTION

ARTICLE 6: SUPERPAVE ASPHALTIC CONCRETE

ADVERTISEMENT FOR BIDS

The City of Crete will receive Bids for the construction of Linden Avenue and 12th Street Asphalt Overlay until _____, _____, 2021 at the City Office, P.O. Box 86, 243 East 13th Street, Crete, NE 68333-0086. At that time, all bids will be opened and publicly read aloud. The construction work contemplated in this project includes the following principal features:

Linden Avenue and 12th Street Asphalt Overlay

Mill Asphalt	4690	Sq. Yds.
Asphaltic Concrete SPH (0.375)	515	TON
Concrete Manhole Diamonds	4	Each
Signs and Barricades		JOB

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. 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 aggregate bid for the Work, construction time schedule, materials, and completion date.

Bidding Documents, including Drawings and Project Manual, are on file at City Office, 243 East 13th Street, Crete, Nebraska. These documents may be down loaded in electronic portable document format (pdf) for bidding purposes from QuestCDN, at www.questcdn.com, Project #7990660 for \$15.00. A hard copy of these documents for bidding purposes may be obtained from the Engineer and Issuing Office, Gilmore & Associates, Inc., P.O. Box 565, Columbus, Nebraska 68602-0565, telephone - (402) 564-2807, upon payment of \$50, none of which will be refunded. No refund will be issued to the Successful Bidder(s).

Complete sets of Bidding Documents as issued by QuestCDN and/or 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 Bidding Documents obtained from any source other than QuestCDN or the Issuing Office.

Each Bid shall be accompanied in a separate sealed envelope by a certified check drawn on a solvent bank in the State of Nebraska, or Bid Bond in an amount not less than five percent of the total Bid, and shall be made payable to the City of Crete, Nebraska, as security that the Bidder to whom the Contract will be awarded will enter into a Contract to build the improvements in accordance with this notice, and give bond in the sum as hereinafter provided for construction of the improvements. Checks and bonds accompanying Bids not accepted shall be returned to the Bidder in accordance with the terms contained in the Instructions to Bidders.

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 Successful Bidder will be required to furnish satisfactory Performance and Payment Bonds in the sum of the full amount of the Contract. Said bonds, to be executed by a responsible corporate surety, shall guarantee: the faithful performance of the Contract; the terms and conditions therein contained; and payment for all labor and materials used in connection with the Work.

The City of Crete, Nebraska, notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this Advertisement, minority and local small business enterprises will be afforded full opportunity to submit a Bid in response to this Advertisement and will not be discriminated against on any grounds, including those of race, color, sex, or national origin in consideration for an award.

Nondiscrimination in employment shall be enforced on this Project. Bidders will be required to comply with the Presidents Executive Order No. 11246. The requirements for Bidders and Contractors under this order are explained in this Project Manual.

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 _____, 2021, by order of the Mayor and City Council of Crete, Nebraska.

CITY OF CRETE, NEBRASKA

Dave Bauer, Mayor

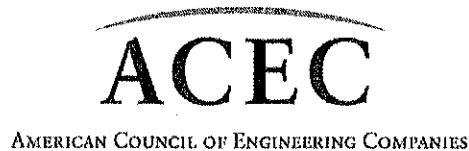
NOTE: This EJDC Document has been modified as indicated herein. A ~~strike~~through indicates that language has been deleted from this EJDC Document. An underline indicates that the language has been added to this EJDC Document.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



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www.nspe.org

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(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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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 may be obtained from QuestCDN and/or the Issuing Office in the number and format, and at the cost stated in the Advertisement or Invitation to bid.
- 2.02 Complete sets of Bidding Documents as issued by QuestCDN and/or 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 Bidding Documents obtained from any other source other than QuestCDN or 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, after submitting its Bid and within 7 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information as may be called for 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.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

~~4.02 Existing Site Conditions~~

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

~~1. The Supplementary Conditions identify:~~

- ~~a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.~~
- ~~b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~
- ~~c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.~~
- ~~d. Technical Data contained in such reports and drawings.~~

~~2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.~~

~~3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.~~

~~4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.~~

~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

Nothing in the Bidding Documents GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. **Underground Facilities:** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are 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 of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.~~
- C. **Adequacy of Data:** 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 5.03, 5.04, and 5.05 of the General 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~~ Project Manual or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct ~~any subsurface testing, or~~ exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all 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 adjacent 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 the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;~~
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and ~~the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;~~
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid 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 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;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction 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 6 – PRE-BID CONFERENCE

~~6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are 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 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 delivered to all parties recorded as having received the Bidding Documents. Questions received less than ~~seven~~ 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, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's ~~maximum~~ Total Base Bid price (~~determined by adding the base bid and all alternates~~) and in the form of a certified check, bank money order, or a Bid bond (~~on the form included in the Bidding Documents~~) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract 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.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 Bidder shall set forth in the Bid the time by which Bidder shall achieve Substantial Completion, subject to the restrictions established in Paragraph 14.04 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration 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 within the time such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement (or incorporated in the Agreement by reference to the specific terms of the Bid).

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder or Supplier and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General 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 such 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-7.04 and SC 7.05 of the Supplementary Conditions.

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors, individuals, entities, or Suppliers proposed for the ~~following portions of the Work~~:
- If requested by Owner, 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, or other individual or entity. 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 an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will 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 subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink 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 section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 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 partnership's address for receiving notices shall be shown.

- ~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).~~
- ~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors, individuals, entities, or Suppliers proposed for those portions of the Work in accordance with the Contract Documents.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed ~~and electronic~~ copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions and as may be modified in the Supplementary Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Nebraska State Sales and Use Taxes on materials and equipment to be incorporated in the Work. ~~(Exemption No. [_____]).~~ Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information. The Contractor shall verify that the Project is exempt with the Nebraska Department of Revenue and include in his bid prices sales tax on any materials equipment, and labor not considered to be exempt.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

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 will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible 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. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, additions, substitutions, 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 of the words.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

~~C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

- ~~B. Bidder shall designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder shall be less than or equal to a maximum of [REDACTED], but not less than the minimum of [REDACTED]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- ~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- ~~E. [Bidder shall also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments shall be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.]~~

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 other documents required to be submitted under the terms of Article 7 of the Bid Form.~~
- 15.02 A Bid shall be received 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 City of Crete, P.O. Box 86, 243 East 13th Street, Crete, NE 68333-0086.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 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

~~14.01 Lump Sum~~

- ~~A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.~~

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

~~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 13.02.B of the General Conditions.~~

~~14.04 Price Plus Time Bids~~

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~

THIS BID IS BEING SUBMITTED TO:

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

PROJECT IDENTIFICATION: Linden Avenue and 12th Street Asphalt Overlay
 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 Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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 the Bonds and 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 5.03.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 on items not exempt from sales tax.

BID SCHEDULE

LINDEN AVENUE AND 12TH STREET ASPHALT OVERLAY

Item No.	Description	Estimated Quantity	Unit Price	Total Price
1.	Mill Asphalt	4690 Sq. Yds.	\$ _____	\$ _____
2.	Asphaltic Concrete SPH (0.375)	515 TON	_____	_____
3.	Concrete Manhole Diamonds	4 Each	_____	_____
4.	Signs and Barricades	JOB	_____	_____

LINDEN AVENUE AND 12TH STREET ASPHALT OVERLAY, Item Nos. 1 through 4, inclusive:
DOLLARS (\$ _____)

SUBSTITUTION NO. 1

Substitute alternate asphalt mix by contractor in lieu of asphalt mix specified. (Per Ton)

DOLLARS (\$ _____)

Type of Mix Proposed: _____

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. Details of construction, materials to be used, and methods of installation for this Project are given in the Project Manual. The Owner reserves the right to award the base bid and any combination of alternates or additions,

if any. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Complete sets of Bidding Documents as issued by QuestCDN and/or 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 Bidding Documents obtained from any source other than QuestCDN or 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" items of the Bid Schedule as he deems appropriate. Complete compensation will be considered as included in the payment for the "Lump Sum" items 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 15.06 of the Standard General Conditions on or before the date indicated in the Agreement. The total base bid, in combination with any alternates, substitutions, or additions, if any, accepted and awarded by Owner shall be the basis for establishing the amount of the Performance Bond and Payment Bond on this Contract. The total base bid is based on the quantities shown in the Bid and is subject to additions or reductions according to the actual construction quantities and measurements of finished construction, as determined by the Engineer, upon completion of construction.

The undersigned hereby agrees, if awarded the Contract, to furnish a Performance Bond in an amount equal to 100 percent of the Contract sum as security for the faithful performance of the Contract (including guarantee provisions) and also a Labor and Materials Payment Bond in an amount not less than 100 percent of the Contract sum as security for the payment of all persons performing labor on the Project under the Contract, and furnishing materials in connection with this Contract.

The undersigned also agrees to furnish the required bonds and 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.

Accompanying this Bid, as a guaranty that the undersigned will execute the Contract and furnish satisfactory bonds and insurance certificates, in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the Instructions to Bidders, made payable to the City of Crete, Nebraska, in the amount of \$_____.

It is hereby agreed that, in case of failure of the undersigned either to execute the Contract, or to furnish bonds or insurance certificates, which are satisfactory to the Owner, within 15 days after issuance of Notice of Award, the amount of this Bid guaranty shall be forfeited to the City of Crete, Nebraska, as liquidated damages arising out of the failure of the undersigned to complete the above-stated. It is understood that, in case the undersigned is not awarded the Work, the Bid guaranty will be returned, as provided in the Bidding Documents.

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 to be performed, start date, completion date, materials, and past performance on contracts with the Owner.

If awarded the Contract, our surety will be _____ of _____.

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 undersigned has carefully checked the above Bid quantities against the Project Manual before preparing this Bid, and accepts the said quantities and amounts as correctly listing the complete Work to be done in accordance with the Project Manual.

The Bidder shall state below his intended starting date, date of Substantial Completion, and date of final Completion of all Work as specified in the Agreement. Dates of substantial and final completion as indicated by the Bidder in this Bid will be incorporated into the Agreement.

Bidder's intended start date is _____

Bidder agrees that the Work will be Substantially Complete on or before

Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before

The Owner reserves the right to reject any and all Bids and to waive any technicalities or informalities in bidding.

The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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.

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's Signature)

Doing Business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name of above signature (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name of above signature (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidders Business Address: _____

Telephone: _____

Fax No.: _____

Email Address: _____

SUBMITTED ON _____, 2021.

State Contractor's License No. _____ (If applicable)

NOTICE OF AWARD

Date of Issuance:

Owner: City of Crete, Nebraska Owner's Contract No.: N/A
Engineer: Gilmore & Associates, Inc. Engineer's Project No.: 226.348
Project: Linden Avenue and 12th Street Asphalt Overlay - Crete, Nebraska Contract Name: Linden Avenue and 12th Street Asphalt Overlay

Bidder:

Bidder's Address:

TO BIDDER:

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

Linden Avenue and 12th Street Asphalt Overlay
Crete, Nebraska

The Contract Price of the awarded Contract is: _____ Dollars _____.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and 3 copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

4 a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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 Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: CITY OF CRETE, NEBRASKA

Authorized Signature

By:

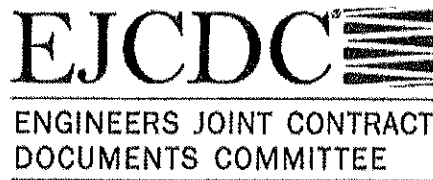
Title: Mayor

Copy: 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



Issued and Published Jointly by



Endorsed by



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www.nspe.org

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- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - ~~4. Milestones: Contractor shall pay Owner \$[REDACTED] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~
- ~~B. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[REDACTED] for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$[REDACTED].~~

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ [REDACTED]~~

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the first Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract. The amount of retainage on pay requests to be withheld shall be in accordance with the Construction Prompt Payment Act.
 - 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, 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 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 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 15.06.

ARTICLE 7 – INTEREST

7.01 ~~All amounts not paid when due 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 Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, 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 adjacent 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 the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has correlated, obtained, and carefully studies (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 itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, 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 the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 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.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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.

- a. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 12, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of a cover sheet and sheets numbered 1 through 3, inclusive with each sheet bearing the following general title: Linden Avenue and 12th Street Asphalt Overlay - Crete, Nebraska
9. Addenda (numbers ____ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field 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 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. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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.

10.03 *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 any thing 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.

10.06 *Other Provisions*

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

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

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

OWNER: CITY OF CRETE

CONTRACTOR:

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:

PO BOX 86

CRETE, NE 68633-0086

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.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Crete
243 East 13th Street
Crete, Nebraska 68333

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Linden Avenue and 12th Street Asphalt Overlay
Crete, Nebraska

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Crete
243 East 13th Street
Crete, Nebraska 68333

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Linden Avenue and 12th Street Asphalt Overlay
Crete, Nebraska

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

NOTICE TO PROCEED

Owner:	City of Crete, Nebraska	Owner's Contract No.:	N/A
Contractor:		Contractor's Project No.:	
Engineer:	Gilmore & Associates, Inc.	Engineer's Project No.:	226.348
Project:	Linden Avenue and 12 th Street Asphalt Overlay - Crete, Nebraska	Contract Name:	Linden Avenue and 12 th Street Asphalt Overlay)
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, see Paragraph 4.01 of the General Conditions

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with 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 starting any Work at the Site, Contractor must comply with the following:

Paragraph 2.01.B of the General Conditions provides that the Contractor must deliver (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
[Note any access limitations, security procedures, or other restrictions]

Owner: CITY OF CRETE, NEBRASKA

Authorized Signature

By:

Title: Mayor

Date Issued:

Copy: Engineer

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Linden Avenue and 12th Steet Asphalt Overlay Crete, Nebraska									
Application Period:		Application Number: Application Date:									
A		Contract Information				B	C	D	E	F	
Bid Item No.	Item Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
LINDEN AVENUE AND 12TH STREET ASPHALT OVERLAY											
1.	Mill Asphalt	4690	Sq. Yds.								
2.	Asphaltic Concrete SPH (0.375)	515	TON								
3.	Concrete Manhole Diamonds	4	Each								
4.	Signs and Barricades		JOB								
GRAND TOTAL BID, LINDEN AVENUE AND 12TH STREET ASPHALT OVERLAY, inclusive:											

Date of Issuance:	Effective Date:
Owner: City of Crete, Nebraska	Owner's Contract No.: N/A
Contractor:	Contractor's Project No.:
Engineer: Gilmore & Associates, Inc.	Engineer's Project No.: 226.348
Project: Linden Avenue and 12th Street Asphalt Overlay - Crete, Nebraska	Contract Name: Linden Avenue and 12th Street Asphalt Overlay

The Contract is 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: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: GILMORE & ASSOCIATES, INC.

ACCEPTED: CITY OF CRETE, NEBRASKA

ACCEPTED:

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. 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. *Bonds:* 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 Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.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 the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris 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 and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. 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; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 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.
- 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.

7.02 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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

7.04 "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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - 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.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - 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 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- 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 or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on 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;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from 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 7.18.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 7.18.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.

7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. 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;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: 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.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then 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 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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, a warehouse bond, 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.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, 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 money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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 are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *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 (2013 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.A.28 *Owner*

At the end of Paragraph 1.01.A.28 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 Specifications 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*

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. Engineer shall furnish to Contractor up to two printed or hard copies of the Contract Documents (Including one fully executed counterpart of the Agreement). Additional copies will be furnished upon request at the cost of reproduction.

SC-2.05.A *Initial Acceptance of Schedules*

Modify the first sentence of Paragraph 2.05.A by adding the following words to the beginning of the sentence:

If requested by the Owner or Engineer,

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 *Intent*

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

- F. The Specifications may vary in form, format, and style. Some articles and sections of the specifications 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.
- G. The cross referencing of specification articles or sections within each article or section of the Specifications 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 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A *Commencement of Contract Times; Notice to Proceed*

Add the following sentence at the end of Paragraph 4.01.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-4.03.A *Reference Points*

Delete paragraph 4.03.A in its entirety and replace it with the following:

- A. Contractor shall be responsible for laying out the Work and Contractor shall provide any required engineering surveys needed to establish reference points for construction which are necessary for the Contractor to proceed with the Work.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 *Availability of Lands*

Add the following new paragraph immediately after Paragraph 5.01.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-5.03 Subsurface and Physical Conditions

Delete paragraphs 5.03.A and 5.03.B in their entirety and replace them with the following:

- A. No reports of explorations and tests of subsurface conditions, at or adjacent to the site, are known to Owner:
- B. No drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

SC-5.06 Hazardous Environmental Conditions at Site

Delete paragraphs 5.06.A and 5.06.B in their entirety and replace them with the following:

- A. No reports or drawings relating to Hazardous Environmental Conditions, at or adjacent to the site, are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE**SC-6.03 Contractor's Insurance**

SC-5.04.B Add the following new paragraph immediately after Paragraph 6.03.B.J

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and 6.03.A.2 of the General Conditions:

a.	State:	Statutory
b.	Applicable Federal (e.g., Longshoreman's)	Statutory
c.	Employer's Liability	\$1,000,000
d.	Foreign voluntary worker compensation (if applicable)	Statutory
 - 2. Contactor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C 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	\$2,000,000
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

3. Automobile Liability under Paragraph 6.03.D 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
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4. Umbrella or Excess Liability under Paragraph 6.03.E of the General Conditions:
 - a. Excess Liability

General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
5. Contractors Pollution Liability Insurance coverage required by Paragraph 6.03.F of the General Conditions:
 - a. General Aggregate \$2,000,000
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
5. With respect to all insurance required by Paragraph 6.03, Contractor agrees to waive all rights of subrogation against Owner, Engineer, and each additional insured identified in the Supplementary Conditions.
6. Following is a list of other individuals or entities to be included on policies as additional insureds:

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

SC-6.05 *Property Insurance*

SC-6.05.A Delete Paragraph 6.05.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 6.05.B of the General Conditions.

Add the following paragraph after paragraph 6.05.F:

- G. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, subcontractors, or others in the Work. Unless otherwise agreed to in writing between Owner and Contractor, and until final completion of the work and acceptance of the Work in accordance with paragraph 15.03 of the General Conditions, all risk of loss with no right of recovery against the Owner, Engineer, Engineer's consultants (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any them) will be borne by Contractor, subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage, each may purchase it and maintain it at the purchaser's own expense.

SC-6.08 *Partial Utilization, Acknowledgment of Property Insurer*

Add the following new paragraphs immediately after Paragraph 6.07.C:

SC-6.08 *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 15.04, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 6.05 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.
- 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 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.04 *"Or-Equals"*

SC-7.04.A.1 Delete Paragraph 7.04.A.1 in its entirety and insert the following in its place:

1. 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 7.04.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; (iii) has a proven record of performance and availability of responsive service, and;
- b. Contractor certifies that: (i) there is no increase in cost to the Owner or increase in Contract times; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

SC-7.04.B Delete Paragraph 7.04.B in its entirety and insert the following in its place:

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

SC-7.05 *Substitutes*

SC-7.05.A At the end of paragraph 7.05.A and before paragraph 7.05.A.1, add the following paragraph:

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 7.04 of the General Conditions, it will be considered a proposed substitute item.

SC-7.05.E Delete Paragraph 7.05.E in its entirety and insert the following in its place:

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

SC-7.08 Permits

Delete the first sentence of Paragraph 7.08 in its entirety and insert the following in its place:

Unless otherwise provided in the Contract Documents, Contactor 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-7.09 Taxes

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

- B. The Project is exempt from Nebraska State Sales and Use Taxes on materials and equipment to be incorporated in the Work. The Contractor shall include in his Bid prices sales tax on any materials, equipment, and labor considered not exempt. The Owner will furnish the Successful Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate form for those items considered to be exempt from the state sales and use tax. Said taxes shall not be included in the Contract price for any materials or equipment to be incorporated into the Work that are tax exempt. It shall be the responsibility of the Contractor to verify with the Nebraska Department of Revenue those items considered to be exempt

SC-7.10 Laws and Regulations

Add the following new section immediately after Paragraph 7.10.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 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-7.16.D Engineer's Review

SC-7.17.D.3 Add the following new paragraphs immediately after Paragraph 7.16.D.8:

9. Shop Drawings and Sample submittals not conforming to the requirements of Paragraphs 7.16.A, 7.16.B, and 7.16.C shall be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of the Contractor.
10. 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;
 - d. shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.02 ***Visits to Site***

SC-10.02.B Add the following new paragraph immediately after Paragraph 10.02.B:

- 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-10.03 ***Project Representative***

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

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. *General:* RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples:*
 - a. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - b. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
11. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and

maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-10.04 ***Rejecting Defective Work***

SC-10.04.A Add the following paragraph immediately after Paragraph 10.04.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 11 – AMMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**SC-11.07 *Execution of Change Orders*****SC-11.07.B** Delete paragraph 11.07.B in its entirety.**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION,
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK****SC -14.02 *Tests, Inspections, and Approvals*****SC-14.02.D** Add the following new paragraph immediately after Paragraph 14.02.D.5

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

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION:
CORRECTION PERIOD****SC-15.01.B *Applications for Payment*****SC-15.01.B.1** Modify the first sentence of Paragraph 15.01.B.1 by striking out the words “At least 20 days” and replacing them with the words “At least 10 days”**SC-15.01.C *Review of Applications*****SC-15.01.C.1** Modify the first sentence of Paragraph 15.01.C.1 by striking out the words “Engineer will, within 10 days” and replacing them with the words “Engineer will, within 7 days”**SC-15.01.D *Payment Becomes Due*****SC-15.01.D.1** Delete Paragraph 15.01.D.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 15.01.E) become due, and when due will be paid by Owner to Contractor.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**SC-16.02 *Owner May Terminate for Cause*****SC-16.02.A.1** Modify Paragraph 16.02.A.1 by deleting the word “persistent”

ARTICLE 3
GENERAL REQUIREMENTS
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ARTICLE 3

GENERAL REQUIREMENTS

3.0 - PROJECT DESCRIPTION

This Project is located in Crete, Nebraska, 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, 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.

3.5 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Owner would like to have the Work completed as soon as possible in the 2021 construction season. The Owner will also accept completion dates for 2022, however, the Owner reserves the right to award the contractor for a higher bid for a 2021 completion date.

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 following amounts 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:

Upon Substantial Completion	\$500
Professional Engineering Services (Basic)	<u>\$1,000</u>
Total Liquidated Damages per Calendar Day	<u>\$1,500</u>

Said payment of liquidated damages at the daily rate stated above 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, random construction observation, restaking, material testing, system 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 and Engineer.

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 barricades, 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 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

Shop drawings shall be submitted in sufficient number of copies to provide the Engineer with three 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 five. Each submittal shall include a letter of transmittal, the form of which shall be provided for reproduction by the Contractor. 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 number of the previous submission of the same item. 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.

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

Paving mix designs, aggregates, admixtures, certifications, curing, and related items.

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, removal and replacement of street signs, mail boxes, fences, steel and concrete posts, 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. 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.

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 - COORDINATION WITH OTHER CONTRACTORS

The progress of the Work may be affected by coordination of other Work being performed by the Owner or other Contractor in this Project area or adjacent to this Project area, and the Contractor shall investigate such a possibility and make allowances therefore. Should the Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor shall have no claim against the Owner for such damage, but shall have a right of action against the other Contractor to recover the damages sustained by reason of the acts or omissions of such Contractor.

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on their Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor sues the Owner and/or Engineer on account of any damage alleged to have been so sustained, the Owner and/or Engineer shall notify the Contractor, who shall defend and hold harmless the Owner and the Engineer at such proceedings, at the Contractor's expense. If any judgment against the Owner and/or Engineer arises therefrom, the Contractor shall pay or satisfy it, including all attorneys' fees and court costs which may accrue against the Owner and/or the Engineer.

3.18 - PROJECT SCHEDULING

It will be the responsibility of the Contractor(s) of this Project to coordinate construction schedules.

3.19 - 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 projects bid, alternates, substitutions, and/or additions, if any.

3.20 - 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

MISCELLANEOUS CONSTRUCTION

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ARTICLE 4

MISCELLANEOUS CONSTRUCTION

4.0 - DESCRIPTION OF THE WORK

The Work covered by this section of the Project Manual covers miscellaneous construction as indicated on the Drawings. The Contractor shall furnish all labor, tools, equipment, and services in order to perform the Work specified.

4.1 - REMOVALS

The Contractor shall remove and properly dispose of all materials and structures as shown on the Drawings.

Concrete and asphalt pavement to be left in place shall be milled to a true vertical and horizontal line as directed by the Owner or his representative.

4.2 - AIR QUALITY AND DUST POLLUTION CONTROL

Dust control and air quality at the property boundary shall meet all federal, state, and local guidelines. The Contractor shall water down the Site to reduce dust, which may cause health or other safety concerns. The Contractor shall be responsible for providing the dust control when needed or at the Engineer's request.

4.3 - 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. 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.

The cost of mobilization shall be included in the appropriate Bid item as determined by the Contractor.

4.4 - TRAFFIC AND PEDESTRIAN CONTROL

The Contractor shall follow all requirements of the City of Crete, AASHTO, and MUTCD.

The Work consists of furnishing, installing, operating, maintaining, and when Work is complete, removing the temporary traffic control devices.

All traffic control devices shall be located according to and meet all requirements prescribed in the MUTCD. Failure of the Contractor to erect and maintain traffic protective devices shall be reason to temporarily suspend the Work. All barricades and signs shall be constructed and erected to prevent pedestrians and vehicles from entering the project site. Type A, B, and C barricade lights shall be on the NDOT Approved Products List.

The Contractor shall provide hard covers for signs left in place and currently not in use. The covers shall be the same size as the sign and completely cover the sign when installed. Bolting the cover to the sign by drilling holes through the sign will not be allowed. The cover shall be constructed so there will be at least a 1/8-inch space between the sign and the cover when installed. The cover will be fastened so that it will not come loose or damage the sign during normal or windy conditions. Spacer blocks are allowed in the border area of the sign.

The Contractor shall maintain a stock of spare lights, signs, devices, and repair parts at the Project Site for immediate emergency replacement or repairs. The Contractor shall mow or trim vegetation to insure that the complete visibility of signs, barricades, and other warning devices is maintained at all times.

The Contractor shall, at the preconstruction conference, provide the Engineer with the names and telephone numbers of personnel who will be available on a 24-hours-per-day, 7-days-per-week basis. These people shall be responsible for repair, correction, replacement, and maintenance of the traffic control devices.

4.4.1 - Maintenance

The Contractor shall inspect traffic control devices at least once every day the devices are in use, but shall provide more frequent inspections during or following periods of inclement weather or at other times when more frequent inspections are warranted.

All lights shall be turned on from sunset to sunrise or when visibility is less than 1/4 mile. Lenses shall be kept clean, and light intensity shall be such that the device is visible for at least 1,000 feet in all conditions.

The Contractor may be given notice, either written or verbal, of failure to install, replace, remove, or maintain a traffic control device. Upon notification by the Engineer, the Contractor shall respond to any Site within four hours and take immediate steps to correct the deficiency.

The City of Crete reserves the right at any time to correct a traffic control deficiency and bill the Contractor for all costs necessary to correct the problem.

The Contractor shall immediately notify the Engineer of any hazard or changed roadway condition that is not identified in the Drawings.

4.4.2 - Control During Construction

During construction the Contractor is responsible for providing all measures including flag personnel to prevent vehicle and pedestrians from entering work areas. Contractor is responsible for providing personnel and barricades to protect all work until the areas are ready to be opened for traffic. Areas damaged due to Contractor not preventing vehicle or pedestrian traffic on the project will be removed and replaced at the Contractor's cost.

4.5 - ENVIRONMENTAL PROTECTION AND CONTROLS

The Contractor shall minimize the pollution of air, water, or land; and shall control noise, the disposal of solid waste materials, and protection of deposits of historical or archaeological interest.

Prior to the start of any construction activities, the Contractor shall submit to the Engineer a copy of the NPDES permit for storm water discharges from construction activities and a copy of the SWPPP, if required.

The Contractor shall plan and execute earthwork in a manner to minimize duration of exposure of unprotected soils. Erosion and sediment control shall be placed as necessary from rough grading to final paving and landscaping or longer as required. Construction entrances shall be properly rocked to reduce tracking of sediment onto public or private roadways.

Dust control shall include reasonable measures, such as frequent road cleaning, application of water, or application of chemical dust suppressants, to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of construction. The Engineer will determine the effectiveness of the dust control program and may request the Contractor to provide additional measures at no additional cost to the Owner.

4.6 - ASPHALT MILLING

Contractor shall mill areas as shown on the drawings. Contractor shall note that the milling varies on the project. All millings shall become the property of the Contractor. The Contractor shall remove all millings from the project and provide a disposal area for the millings.

Full depth milling shall be paid for on a square yard unit cost. The Contractor shall leave a squared edge along the concrete and edges of project as noted on the drawings. Contractor shall note that a small milling machine will be required in areas. Concrete surfaces and brick pavers are not to be milled.

4.7 - TEMPORARY ACCESS AND CONSTRUCTION EQUIPMENT ROUTES

Contractor shall provide temporary access to streets, drives, and walkways after milling. Provisions shall be made to protect pedestrians from trip and fall hazards caused by milling and removal of materials.

Contractor shall work with the Owner on construction routes for the project. In order not to damage existing streets and roadways during the construction by heavy equipment and trucks, the contractor shall limit the equipment and construction vehicles to only those streets and routes approved by the Owner.

Damage caused to streets by the Contractor for failure to comply with equipment and vehicles restricted to designated routes, shall be repaired by the Contractor at the Contractor's expense.

ARTICLE 5
P.C. CONCRETE CONSTRUCTION
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ARTICLE 5

PC CONCRETE CONSTRUCTION, NDOT 47B-3500

5.0 - DESCRIPTION OF THE WORK

The Work covered by this article 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 construction for this Project shall be Nebraska Department of Transportation, Type 47B-3500.

5.1 - 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 observer. Except as otherwise permitted by the 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.

5.2 - SUBGRADE

The bottom of the excavation for the concrete shall be known as the paving subgrade and shall conform to the lines, grade, and cross section shown on the Drawings.

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 pavement construction.

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

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.

Immediately prior to the placing of concrete, the subgrade shall be checked for conformity with the cross section shown on the Drawings. If necessary, material shall be removed or added, as required, to bring all portions of the subgrade to the correct elevations. Concrete shall not be placed on any portion of the subgrade, which has not been tested for correct elevation. The subgrade should also be cleared of any loose material, which may have fallen upon it.

5.2.1 - Overexcavation

The Contractor shall overexcavate, scarify, mix, and recompact a minimum of 18 inches below the bottom of the finished paving slab elevation. Contractor shall grade accordingly or remove, stockpile, and replace the top 12 inches. Compaction shall be in 6-inch lifts.

If wearing surface is present, such as gravel, crushed rock, or bituminous surfacing, the Contractor shall incorporate the salvaged wearing surface in the bottom six-inch lift. Bituminous material shall be ground or milled to provide a material no larger than 3/4-inch prior to mixing in base courses.

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

5.2.2 - Subgrade Compaction Requirements

The paving 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 90 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 90 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.

5.2.3 - Finished Grade

After the subgrade has passed the density requirements, the Contractor shall trim the subgrade to the correct elevations. Equipment used for the final grade shall be approved by the Engineer.

5.2.4 - Protection of Subgrade

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

5.2.5 - Removal of Unsuitable Material

The Contractor's attention is called to the fact that unsuitable soils, including wet or spongy material and poor utility trench backfill, for the paving subgrade may be encountered during the paving excavation. The Contractor shall be required to remove all unsuitable soils encountered to whatever length, width, and depth necessary, and replace the unsuitable material with satisfactory material, usually the gravel surface material removed from another location, in order to provide a suitable subgrade having the required bearing capacity. The final or top one foot of this replacement shall be placed at the same time as the scarifying and recompaction of the one foot of soil base immediately below the slab. It shall be the Contractor's responsibility to notify the Engineer when unsuitable material is encountered, prior to its removal and replacement, in order that a measurement of the unsuitable material can be made. If not specified in a Bid Item, the price shall be negotiated between the Contractor and the Owner.

5.3 - MATERIALS

5.3.1 - Concrete

Concrete shall be composed of Portland Cement, aggregates, and water, and conform to the NDOT Standard Specifications for Highway Construction, 2017, 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.

5.3.2 - Portland Cement

Portland Cement shall conform to the NDOT Standard Specifications for Highway Construction, 2017, 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 NDOT Standard Specifications for Highway Construction, 2017, Section 1008.

5.3.3 - Air-Entraining Agent

Air-entraining admixtures shall conform to the requirements of ASTM C260 and NDOT Standard Specifications for Highway Construction, 2017, Section 1007.

5.3.4 - Aggregates

All aggregates shall meet the NDOT Standard Specifications for Highway Construction, 2017, 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.

5.3.5 - 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 NDOT Standard Specifications for Highway Construction, 2017, Section 1005. Water from public supplies, or which is suitable for drinking, is satisfactory.

5.3.6 - Reinforcing Steel

Reinforcing steel, if specified, shall be deformed Grade 60 billet steel and conform to the NDOT Standard Specifications for Highway Construction, 2017, Section 1020, and the latest ASTM Designations as follows:

Bars and rods	ASTM Designation A615
Steel wire fabric	ASTM Designation A185

5.3.7 - 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.

Approval of pay requests are subject to receipt of this testing information.

5.4 - MIXING AND PLACING

5.4.1 - 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.

5.4.2 - Proportioning Concrete

Proportions of cement, water, and aggregates shall conform to the standard proportions for pavement concrete of the Department of Transportation 47B-3500.

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 5.4.7. 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 size aggregate shall not exceed 1/4 of the slab thickness. The percent coarse aggregate to total aggregate shall be 30 percent, plus or minus 3 percent. 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.

5.4.3 - Compression Tests

Compression test specimens shall be made in the field, as required by the 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, 2,450 psi; 28 days, 3,500 psi for street paving. Tests shall be paid for by the Contractor.

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 NDOT 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 pavement poured for this section utilizing street names and stationing on the Drawings. 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.

5.4.4 - 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.

5.4.5 - 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.

5.4.6 - 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.

5.4.7 - 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 5.5.2 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 NDOT T121 or T152 and ASTM C231 or ASTM C173.

5.5 CONCRETE PLACEMENT

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 manholes or other structures until they have been brought to the required grade and alignment.

5.6 - 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.

5.7 - CONSOLIDATING AND FINISHING

The concrete shall be struck off and consolidated by hand finishing methods.

5.7.1 - Final Surface Finish

The final surface of the concrete and curb shall have a uniform gritty texture free from excessive harshness. The Engineer may require changes in the final finishing procedure, as required, to produce the desired final surface texture.

5.8 - 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, waterproof papers, white polyethylene sheeting, liquid membrane compounds, or a combination thereof, may be used for curing.

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 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 pavement edges.

The use of a covering material which contains or becomes contaminated with sugar in any form, tannic acid, or any other substances 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. In all cases in which the curing medium requires the use of water, the curing shall have a prior right to all water supply. 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.

5.7.1 - 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 pavement lane. 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.

5.7.2 - Liquid Membrane Curing Compound

Pigmented liquid, non-bituminous membrane curing compound shall meet the Specifications under Section 4.4.5. The curing compound must be applied to cover the surface completely and uniformly at a rate, which will achieve the performance requirement specified in AASHTO Specifications M 148, Type 2. The minimum rate of coverage shall be one gallon for 20 square yards. This method of curing shall be applied immediately behind final finishing operation, or after the initial curing, when a combination of methods is used. Failure to provide complete and uniform coverage at the required rate will be cause for discontinuance of this method of curing and the substitution of one of the other approved methods. The compound shall be kept agitated to prevent the pigment from settling. Special care shall be taken to apply the curing compound to the pavement edges immediately after the forms have been removed. Curing compound shall not be allowed to enter or cover any sawed joint. Should this occur, the joint shall be resawed to remove all traces of the compound.

ARTICLE 6
SUPERPAVE ASPHALTIC CONCRETE
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ARTICLE 6

SUPERPAVE ASPHALTIC CONCRETE

6.0 - GENERAL

Section 1028 in the Standard Specifications is void and superseded by the following:

6.1 - DESCRIPTION

- a. 1. Superpave Asphaltic Concrete is a Contractor-designed mix.
2. The Contractor shall be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
- b. 1. Before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative job mix formula on the NDOT Mix Design Submittal Form for verification to the Owner and Engineer from an approved NDOT testing laboratory. The mix design shall be sealed with a registered professional Engineer in the State of Nebraska.
2. The job mix formula shall identify:
 - (a) The virgin mineral aggregates and pit locations
 - (b) Recycled Asphalt pavement (RAP) and source locations
 - (c) Hydrated lime
 - (d) Mineral filler
 - (e) The value of the percent passing each specified sieve for the individual and blended materials.
3.
 - (a) The Contractor shall submit one uncoated, proportioned 22 lb. (10,000 gram) sample of the blended mineral aggregates for consensus properties and specific gravity testing. The Contractor has the option of submitting the following; 2 proportioned 22 lb. (10,000 gram) samples of the blended mineral aggregates (which are precoated with hydrated lime) and two one-quart (liter) samples of the proposed PG Binder to be used in the mixture to the Contractor's approved testing laboratory at least 15 working days before production of asphaltic concrete. If submitted these samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
 - (b) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.
 - (c) This mix design shall include at a minimum:
 1. The bulk specific gravity (Gsb), which shall be 2.585, for data purposes and as information only, for all mixes.
 2. The target binder content. The binder content will be determined by ignition oven results. A correction factor of 0.3 percent will be added to the ignition oven results for mixes containing hydrated lime.
 3. The supplier and grade of PG Binder.
 4. The maximum specific gravity of the combined mixture (Rice).
 5. The bulk specific gravity (Gmb) and air voids at N initial (Nini), N design (Ndes) and N maximum (Nmax) of the compacted gyratory specimens.
 6. Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at Ndes.
 7. Fine Aggregate Angularity (FAA) and specific gravity, Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Sand Equivalent of the aggregate blend.
 8. Location description and/or legal descriptions and producers of materials used in the mix.
 9. Dust to Binder Ratio.

10. JMF compaction requirement form NDOT Gyratory Temperature tables (See Table 6-XI).

11. The hydrated lime content.

- (d) If requested by the Contractor, before the mix design is verified, the Contractor's approved testing laboratory may test all properties. This validation is on the submitted laboratory materials, and allows the contractor to begin plant production test strip and verification testing with the QA/QC Program.

c. Quality Control Program:

1. The Contractor shall establish, provide, and maintain an effective Quality Control (QC) Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and completed construction conforms to all contract requirements.
2. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
3. The Contractor shall establish a necessary level of control that will:
 - (a) Adequately provide for the production of acceptable quality materials.
 - (b) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
4.
 - (a) The Contractor shall develop a QC Program. A copy of the QC Program shall be kept on file in the QC lab trailer. This Program shall be updated as needed and submitted annually for review.
 - (b) The Contractor shall not begin any construction or production of materials without an approved QC Program.
5. The QC Program shall address, as a minimum, the following items:
 - (a) QC organization chart.
 - (b) Submittals schedule.
 - (c) Inspection requirements.
 - (1) Equipment.
 - (2) Asphalt concrete production.
 - (3) Asphalt concrete placement.
 - (d) QC testing plan.
 - (e) Documentation of QC activities.
 - (f) Requirements for corrective action when QC or acceptance criteria are not met.
 - (g) Any additional elements deemed necessary.
 - (h) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
 - (i) A description of maintenance and calibration procedures, including the frequency that the procedures are performed.
6. The QC organization chart shall consist of the following personnel:
 - (a) A Program Administrator:
 - (1) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
 - (2) The Program Administrator shall have a minimum of five years' experience in highway construction.

- (3) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.
- (4) The Program Administrator's qualifications and training shall be described in the QC Program.

(b) Quality Control Technicians:

- (1) The quality control technicians shall report directly to the Program Administrator and shall perform all sampling and quality control tests as required by the contract.
- (2) The QC technicians shall be certified every five years by the Department Materials and Research Division.
- (3) Certification at an equivalent level by a state or nationally recognized organization may be acceptable.
- (4) The QC technician's credentials and Department training records shall be submitted to the Department Materials and Research Division.
- (5) The Contractor may have a non-certified technician working under the direct supervision of a certified technician for no more than one construction season.

- 7. (a) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
- (b) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.

8. QC Testing Plan:

- (a) The testing plan shall include the NDOT statistically based procedure of random sampling for acquiring test samples.
- (b) The Contractor may add any tests necessary to adequately control production.
- (c) All QC test results shall be reported with a copy provided to the Engineer within one week after the tests are complete. Daily review by the Engineer will be allowed if requested. At the completion of the project, the Contractor shall submit a final copy of the Superpave test results.

9. Corrective Action Requirements:

- (a) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
- (b) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.
- (c) (1) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.
- (2) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions relating to the mixture approach the specification limits:
 - a. Plant produced mix gradations at laydown
 - b. Binder content
 - c. Air voids
 - d. VMA
 - e. VFA (mix design only)
 - f. FAA AASHTO T 304
CAA ASTM D 5821
 - g. Dust to Binder Ratio
 - h. Density
 - i. Contaminates - Corrective actions that will be taken when the following conditions occur:

1. Rutting
2. Segregation
3. Surface voids
4. Tearing
5. Irregular surface
6. Low Density

6.2 - MATERIAL CHARACTERISTICS

- a. 1. The type of PG Binder will be shown in the contract.
- b. 1. Recycled Asphalt Pavement:
 - (a) The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of Recycled Asphalt Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
 - (b) In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 6-I.

Table 6-I

Asphaltic Concrete Type	Percent, RAP	
	Minimum	Maximum
SPS	0	55
SPR	0	55
SPH	0	35

- c. 1. Aggregates:
 - (a) Aggregates for use in superpave asphaltic concrete shall be tested on an individual basis.
 - (b) With the exception of Asphaltic Concrete Type SPS the blended mineral aggregate shall not contain more than 80% limestone on the final surface lift of asphaltic concrete.
 - (c) Asphaltic Concrete Type SPR may contain a total maximum of 10% of the virgin material that is composed of natural, uncrushed aggregate by manmade methods commonly known as but not limited to: 47B gravel, 2A gravel, gravel surfacing, sluice sand, blow sand, waste sand, fill sand, road gravel, roofing gravel, hot mix sand or gravel, coarse sand, fine sand, plaster sand, masonry sand, pit run sand or gravel. For clarification on any proposed gravel, contact the Department Flexible Pavement Engineer.
 - (d) Chat or coal sand will not be allowed in any mix.
 - (e) Crushed rock material for use in asphaltic concrete, 1/4 inch (6.35 mm) and smaller, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12% by mass at the end of 5 cycles. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
 - (f) Quartzite and granite shall conform to the requirements of Subsection 1033.02, Paragraph 4.a.(8). Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
 - (g) Crushed rock (Limestone) and Dolomite shall conform to the requirements of Paragraph 4.a.(4),(5) and (6). of Subsection 1033.02 of the Standard Specifications. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
 - (h) Soundness tests shall not be required for fine sand.
 - (i) Once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material, as determined by the Materials Sampling Guide.

- (j) Aggregate consensus properties may be performed on material prior to the application of hydrated lime.
- (k) The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 6-II. If the coarse portion of the blend is all ledge rock the CAA test may be waived.

Table 6-II
Coarse Aggregate Angularity
(ASTM D 5821)

Asphaltic Concrete Type	CAA (minimum)
SPS	--
SPR	83
SPH	95/90*

* Denotes two faced crushed requirements

- (l) The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 6-III.
- (m) The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a washed combined aggregate sample of the material passing the No. 8 (2.36 mm) sieve and retained on the No. 100 (150 µm) sieve. The Contractor will determine the specific gravity to be used in the calculation of FAA mixture design value(s) and, if verified by the Department Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the Department Aggregate Laboratory will be on a combined aggregate sample supplied by the Contractor that is representative of the material proposed or being used during production. The specific gravity to be used throughout production to calculate FAA values will be the Contractor's verified value or the Department determined value (whenever verification is not made) and will be noted on the Mix Design. Changes in aggregate percentages during production may require determination of a revised specific gravity for FAA.

Table 6-III
Fine aggregate angularity
(AASHTO T304 Method A)

Asphaltic Concrete Types	FFA (minimum)
SPS	--
SPR	43.0
SPH	45.0

- (n) The coarse aggregate shall not contain flat and elongated particles exceeding the maximum value for the appropriate asphaltic concrete type category shown in these provisions according to Table 6-IV.

Table 6-IV
Flat and Elongated Particles*
(ASTM D 4791)

Asphaltic Concrete Types	Percent, Maximum
SPS	25
SPR	10
SPH	10

*Criterion based on a 5:1 maximum to minimum ratio.

- (o) The sand equivalent of the blended aggregate material from the fine and coarse aggregates shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in these provisions according to Table 6-V.

Table 6-V
Sand Equivalent Criteria
(AASHTO T 176)

Asphaltic Concrete Type	Sand Equivalent, Minimum
SPS	30
SPR	45
SPH	45

- (p) Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 μ m) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be within 0.70 and 1.70.
- (q) The blended aggregate shall conform to the gradation requirements specified in Table 6-VI and Table 6-VII for the appropriate nominal size.

Table 6-VI
Gradation Control Points for 0.75 Inch (19 mm) and
0.5 Inch (12.5 mm) Nominal Size

English Sieve (Metric)	0.75 Inch (19 mm) Control Points (percent passing)		0.5 Inch (12.5 mm) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum
1 inch (25 mm)	100.00			
3/4 inch (19 mm)	90.0	100.0	100.0	
1/2 inch (12.5 mm)		90.0	90.0	100.0
3/8 inch (9.5 mm)				90.0
No. 8 (2.36 mm)	23.00	49.00	28.0	58.0
No. 16 (1.18 mm)				
No. 30 (600 μ m)				
No. 50 (300 μ m)				
No. 200 (75 μ m)	2.00	8.0	2.0	10.0

Table 6-VII
Gradation Control Points for 0.375 Inch (9.5 mm) Nominal Size and SPR

English Sieve (Metric)	0.75 Inch (9.5 mm) Control Points (percent passing)		SPR Control Points (percent passing)		SPR (Fine) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
3/4 inch (19 mm)			98.0	100.0		
1/2 inch (12.5)	100.0					
3/8 inch (9.5 mm)	90.0	100.0	81.0	89.0	81.0	96.0
No. 4 (4.75 mm)		90.0				
No. 8 (2.36 mm)	32.0	67.0	46.0	56.0	46.0	56.0
No. 16 (1.18 mm)						
No. 30 (600 μ m)						
No. 50 (300 μ m)			12.0	21.0	12.0	21.0
No. 200 (75 μ m)	2.0	10.0	4.0	9.0	4.0	9.0

- (r) The combined mineral aggregate for Asphaltic Concrete, Type SPS, shall be an aggregate or a combination of aggregates, and mineral filler if needed, that conforms to the gradation requirements specified in Table 6-VIII.

**Table 6-VIII
Gradation Control points for Type SPS**

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1 inch (25 mm)	100.0	
3/4 inch (19 mm)	94.0	100.0
1/2 inch (12.5 mm)	81.0	100.0
No. 4 (4.75 mm)	70.0	90.0
No. 8 (2.36 mm)	42.0	70.0
No. 16 (1.18 mm)	29.0	43.0
No. 30 (600 μ m)	19.0	34.0
No. 50 (300 μ m)	11.0	20.0
No. 200 (75 μ m)	2.0	10.0

- (s) Mineral filler shall consist of pulverized soil, pulverized crushed rock, broken stone, gravel, sand-gravel, sand or a mixture of these materials that conforms to the requirements in Table 6-IX.

**Table 6-IX
Mineral Filler for Type SPS**

	Min.	Max.
Total Percent Passing the No. 50 (300 μ m) Sieve	95	100
Total Percent Passing the No. 200 (75 μ m) Sieve	80	100
Plasticity Index (material passing the No. 200 (75 μ m) Sieve, except soil)	0	3
Plasticity Index for Soil	0	6

6.3 - ACCEPTANCE REQUIREMENTS

a. 1. Mix Criteria:

- (a) The target value for the air voids of the SPH Asphaltic Concrete shall be 4% ($\pm 1\%$) at the Ndes number of gyrations. For Type SPS Asphaltic Concrete the air voids at Ndes shall be a minimum of 1.5% with a maximum of 5.0%. For Type SPR Asphaltic Concrete the air voids shall be 3% ($\pm 1\%$) at the Ndes number of gyrations.
- (b) The design criteria for each mixture shall be determined from Tables 6-X, 6-XI, and 6-XII.

**Table 6-X
Gyratory Compaction Effort
(Average Design High Air Temperature <39 degrees C)**

Asphaltic Concrete Type	Nini	Ndes	Nmax
SPS	6	40	62
SPR	7	65	100
SPH	8	95	150

**Table 6-XI
Gyratory Compaction Temperatures**

Mix Type	% RAP	Compaction Temp °F
SPS	0-25	270 ± 5
	26-50	280 ± 5
SPR	0-35	280 ± 5
	36-50	290 ± 5
SPH	0-35	300 ± 5

**Table 6-XII
Minimum Binder Content**

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.
3/8 inch (9.5 mm)	5.5
1/2 inch (12.5 mm)	5.1
3/4 inch (19 mm)	5.0

- (c) During production of Lot #1 and randomly selected lots thereafter, the Contractor shall provide to the Department 6 properly prepared gyratory samples for AASHTO T 283 testing for all mixtures except Asphaltic Concrete Type SPS. Superpave mixtures shall contain 1.25% hydrated lime as specified in the Special Provision "Hydrated Lime for Asphaltic Mixtures". Each Superpave mixture shall be tested for moisture sensitivity in accordance with AASHTO T 283. The 6 inch (150 mm) specimens shall be compacted in accordance with AASHTO T 312 to
- (d) During production of Lot #1, the Contractor shall provide to the Department two 75mm gyratory puck samples at 4.0% voids ($\pm 0.5\%$) for APA testing for all mixtures except Asphaltic Concrete Type SPS.
- b. 1. The Contractor shall make Mix adjustments when:
- The mix does not meet the current approved JMF or any other requirements of the contract.
 - Surface voids create a surface or texture that does not meet the criteria of Sections 502 and 503 in these Standard Specifications.
 - Rutting occurs.
- c. 1. The Contractor shall inform the Engineer when changes in mixture properties or materials used occur for any reason. Changes such as, but not limited to, types or sources of aggregates or changes in grades, sources, properties or modification procedures (if modified) of PG Binders. The Department may require a new job mix formula, mix design and moisture sensitivity test. The new proposed job mix formula shall be in accordance with the requirements as stated above.
- d. 1. Mix adjustments at the plant are authorized within the limits shown in Table 6-XIII as follows:
- The adjustment must produce a mix with the percent air voids and all other properties as stated in these specifications.
 - All adjustments must be reported to the Engineer.
 - The adjustment values in Table 6-XIII will be the tolerances allowed for adjustments from the Department verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments, but cannot deviate from Superpave gradation criteria. Mix adjustments for individual aggregates, including RAP, greater than 25% of the original verified mix design proportion or greater than 5% change in the original verified mix design percentage, whichever is greater, may require the Contractor to submit a new

mix design, as determined by the Engineer. The Contractor is responsible for requesting new mix design targets as they approach these tolerances, failure to do so may result in a suspension of operations until a new mix design is approved.

Table 6-XIII

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch (25 mm), 3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (4.75 mm)	± 6%
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	± 5%
No. 200 (75 µm)	± 2%

e. 1. Sampling and Testing:

- (a) The Contractor shall take samples at frequencies identified by the Engineer, according to the NDOT statistically based procedure.
- (b) All samples transported to the test facility within the Lot shall be identified.
- (c)
 - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow. For SPS mixes, the Contractor has the option to obtain the samples directly at the plant.
 - (2) At least one QC sample shall be tested for every 375 tons (340 Mg) of plant produced mix.
 - (i) If, at the completion of the project, the final lot consists of less than 1,875 tons (1,700 Mg) of asphaltic concrete, 1 sample for each 375 tons (340 Mg) or fraction thereof, shall be taken and tested.
 - (3) Additional sampling and testing for the Contractor's information and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
 - (4)
 - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T-248, with the Department taking custody of their sample at that time.
 - (ii) For projects using RAP material the FAA shall be established as follows: a RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin aggregate defined by the mix design and then proceeding with FAA and CAA testing.
- (d) The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).

(e) Each production sample shall be tested as follows:

- (1) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
- (2) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of uncompacted mixture shall be determined in accordance with AASTHO T 209 procedure 9.5.1. Weight in water - Maximum Specific Gravity of Bituminous Paving Mixtures.
- (3) (i) The Blended Aggregate Bulk Specific Gravity (Gsb) shall be 2.585 for information only for all mixes.
 (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5 ± 1 seconds.
 (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.
- (4) The laboratory air voids shall be determined in accordance with the following:

Table 6-XIV

$Gmb(corr)@Nany = Gmb(meas)@Nmax \times (height@Nmax \cdot height@Nany)$ $\%Gmm(corr)@Nany = 100 \times (Gmb(corr)@Nany \cdot Gmm(meas))$ $\% \text{ Air Voids}@Nany = 100 - \%Gmm(corr)@Nany$ $VMA@Ndes = 100 - (Gmb(corr)@Ndes \times Ps \cdot Gsb)$ $VFA@Ndes = 100 \times ((VMA@Ndes - \% \text{ Air Voids}@Ndes) \cdot VMA@Ndes)$ <p>Measured = (meas) Corrected = (corr)</p>

- (5) (i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results. A correction factor of 0.30% will be added to the ignition oven results for mixes containing hydrated lime.
 (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the Department Materials Sampling Guide and Standard Method of Tests.

(f) Testing Documentation:

- (1) All test results and calculations shall be recorded and documented on data sheets using the latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.

(g) Superpave Software:

- (1) QC charts from the software shall be made available for review by the Engineer at any time.
- (2) As a minimum, the following values shall be reported.
 - (i) Laboratory Gyrotory density.
 - (ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.
 - (iii) PG Binder content shall be plotted to the nearest 0.01% by

- ignition oven results in accordance with AASHTO T 308.
- (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.
 - (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.
 - (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.
 - (vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.
 - (viii) Dust to Binder ratio to the nearest 0.01 will be reported.
- (f) 1. Verification Sampling and Testing:
- (a) The testing lab will select and test at random one of the subplot samples within a Lot for verification and report results.
 - (b) Any samples outside of the tolerances in Table 6-XV and 6-XVI will result in an Independent Assurance (IA) review of testing.
 - (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot.
 - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot.
 - (c) When verification tests are within testing tolerance but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 6-XV
Asphaltic Concrete Testing Tolerances**

Test	Tolerance
Asphalt Content by Ignition Oven	0.5%
Gyratory Density	0.020
Maximum Specific Gravity	0.015
Bulk Dry Specific Gravity (Gsb)	0.020
FAA	0.5%
CAA	10%
Field Core Density	0.020
Air Voids	1.0%

**Table 6-XVI
Blended Aggregate Gradation
Testing Tolerances**

Sieve Size	Tolerance
3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (12.5 mm), No. 8 (2.36 mm)	5%
No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	4%
No. 200 (75 µm)	2%

(d) Independent Assurance (IA) Review of Testing:

- (1) The Contractor shall allow the Owners personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus, if required by Owner. Any deficiencies discovered in testing procedures will be reported by the Owner and corrected by the Contractor.
- (2) During IA review, if requested by Owner, the Owners personnel and the Contractor will split a sample for the purpose of IA testing. The samples selected will be tested at a laboratory of the Owners choice. Any IA test results found to be outside of defined testing tolerances above will be reported. The Contractor shall verify the testing apparatus and make corrections if the apparatus is out of tolerance.
- (3) See Section 28 of the Materials Sample Guide for more information on IA testing.

(e) If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Engineer will be asked to resolve the dispute, which will be final. It is the Contractor's responsibility to obtain a large enough sample size for any referee testing (a total sample size of 6000 grams, to be retained by the Owner after splitting, is recommended for FAA testing). All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDOT Materials Sampling Guide.

(g) 1. Production Tolerances, Acceptance, and Pay Factors

**Table 6-XVII
Production Tolerances***

Test	Allowable Deviation from Specification
Dust to Asphalt Ratio	None
Coarse Aggregate Angularity	- 5% below Min.
Fine Aggregate Angularity for SPR Only	- 0.2% below Min. for cold feed - 0.5% below Min. for ignition oven
Fine Aggregate Angularity for all other mixes	- 0.5% below Min. for cold feed - 1.0% below Min. for ignition oven
Minimum Binder Content	None

* These tolerances are applied to the mix design specification values, not the submitted mix design targets.

- (a) The Contractor shall notify the Engineer whenever a test result approaches the Specification limits.
- (b) When any single test result for FAA testing falls outside the allowable production tolerances in Table 6-XVII, the material represented by this test will be accepted with a 20% penalty or rejected, as determined by the Engineer. For all other tests, when any single test result, on the same mix property, from two consecutive QC samples fall outside the allowable production tolerances in Table 6-XVII, the material represented by these tests will be accepted with a

- 20% penalty or rejected, as determined by the Engineer.
- (c) The Contractor shall assume the responsibility to cease operations when specifications are not being met.
- (d) Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density and joint density.
- (e) For each subplot of Asphaltic Concrete Type SPS, SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type SPH (0.375)". Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPS, SPR or SPH which is produced and approved by the Engineer and including material used for Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type SPH (0.375) unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots. Upon completion of all the sublots and pay factors for the entire project, the final pay factor calculated for quality incentive/disincentive shall not exceed 100%.
- (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. Subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(375 tons) (340 Mg)].
- (f) The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with Table 6-XXIII.

Table 6-XXIII
Acceptance Schedule
Air Voids - N_{des}

Air voids test results for Asphaltic Concrete Type SPR	Air voids test results for SPH Asphaltic Concrete	Pay Factor	
		Moving average of four	Single test
Less than 0.5%	Less than 1.5%	50% or Reject	50% or Reject
0.5% to 0.9%	1.5% to 1.9%	50% or Reject	50%
1.0% to 1.4%	2.0% to 2.4%	50% or Reject	95%
1.5% to 1.9%	2.5% to 2.9%	90%	95%
2.0% to 2.4%	3.0% to 3.4%	100%	100%
2.5% to 3.5%	3.5% to 4.5%	102%	104%
3.6% to 4.0%	4.6% to 5.0%	100%	100%
4.1% to 4.5%	5.1% to 5.5%	95%	95%
4.6% to 5.0%	5.6% to 6.0%	90%	95%
5.1% to 5.5%	6.1% to 6.5%	50% or Reject	90%
5.6% to 6.0%	6.6% to 7.0%	50% or Reject	50%
6.1% and over	7.1% and over	50% or Reject	50% or Reject

- (h) 1. Asphalt Concrete Density Samples:
- (a) The Contractor shall perform density tests under direct observation of Owner personnel. The Contractor shall establish the method of testing in the preconstruction conference and shall test in accordance with the AASHTO T 166, NDOT 587, or as otherwise described in these Special Provisions. The Contractor shall insure that the proper adjustment bias and/or correction factors are used and accessible to Owner personnel along with all other inputs when NDOT 587 is selected.
- (b) The Contractor shall determine the density of samples by comparing the specific gravity of the core sample to the Maximum Specific Gravity (Rice) as follows:

$$\% \text{ Density} = \frac{\text{Specific Gravity of Core}}{\text{Maximum Mix Specific Gravity (Rice)}} \times 100$$

where:

$$\text{Sp. Gr. of Core} = \frac{\text{Wt. of Core in Air}}{\text{Wt. of SSD Core} - \text{Wt. of Core in Water}}$$

$$\text{Maximum Mix Specific Gravity} = (\text{Rice}) \frac{\text{Wt. of Mix in Air}}{\text{Wt. of Mix in Air} - \text{Wt. of Mix in Water}}$$

Note: The individual QC test value of the Maximum Mix Specific Gravity (Rice), determined by AASHTO T 209, will be used to calculate the density of each corresponding core.

- (c) The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75mm) diameter.
- (d) Normally, 1 sample for determination of density will be taken from each subplot (375 tons) (340 Mg) at locations determined by the Engineer.
- (e) The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:
- (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
 - (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
 - (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.
- f. (1) If, at the completion of the project, the final lot consists of less than 1,875 tons (1,700 Mg) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each 375 tons (340 Mg) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged and the density pay factor based on the values shown in Table 6-XIX
- (3) Should the average of less than 5 density tests indicate a pay factor less Than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

Table 6-XIX

Acceptance Schedule Density of Compacted Asphaltic Concrete	
Average Density (5 Samples, Percent of Voidless Density)	Pay Factor
Greater than 92.4	1.00
Greater than 91.9 to 92.4	0.95
Greater than 91.4 to 91.9	0.90
Greater than 90.9 to 91.4	0.85
Greater than 90.4 to 90.9	0.80
Greater than 89.9 to 90.4	0.70
89.9 or Less	0.40 or Reject

- g. If requested by the Contractor, check tests for all density tests in the original set, taken no later than the working day following the receipt of all test results for the lot, will be allowed in lots with a density pay factor of less than 1.00. No re-rolling will be allowed in these lots. Locations for check tests will be provided by the Engineer from the Random Sampling Schedule. The average density obtained by the check tests shall be used to establish the density pay factor for the lot.
- h. The location of density samples are identified by the Random Sampling Schedule. When the random location is noted as zero or the lane width (i.e., zero or 12 ft. on a 12-foot lane), the core shall be cut with the outer edge of the core barrel no greater than 4 inches away (laterally) from the edge of the top of the mat for an unconfined edge or from the edge of the top of the hot mat (joint) for a confined edge. If using a nuclear gauge, the 4 inches would be measured to the edge of the gauge base. The percent density value at these edge-of-lane locations shall be adjusted upward by 2.5%, but to a value of no greater than 92.5%, and the resultant value used in determining the density pay factor. No initial value of 92.5 or greater shall be adjusted.

6.4 – BINDER/TACK COAT

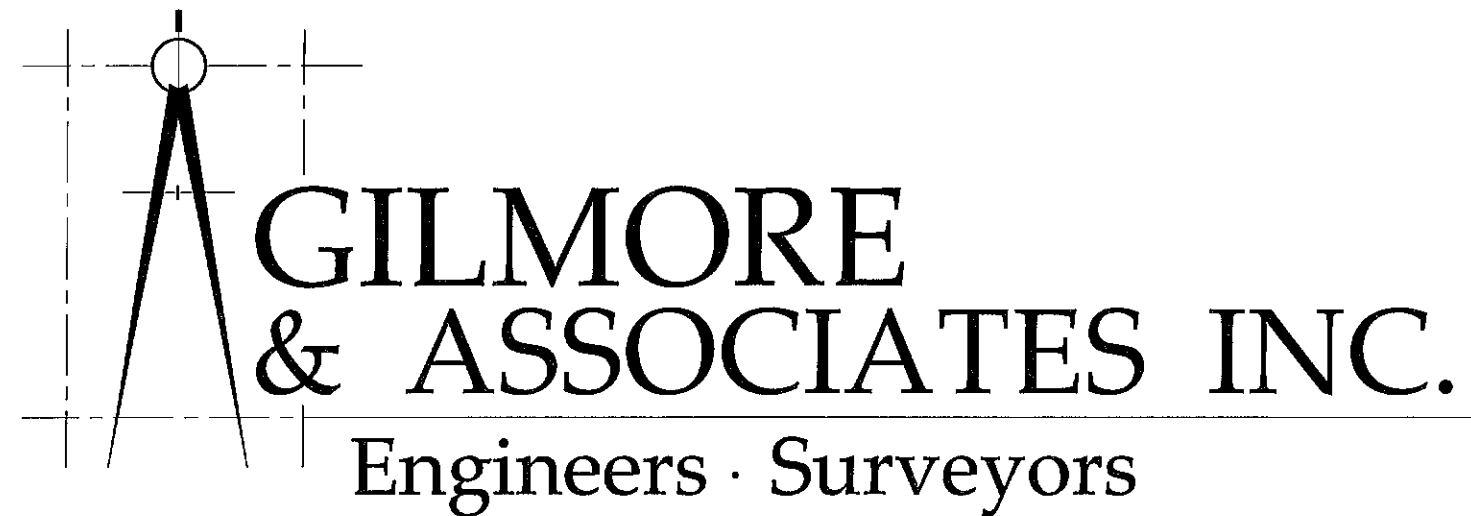
- (a) 1. Binder for this project shall be 64-34. Tack coat shall be provided prior to placement of asphalt over concrete or asphalt. This binder is subsidiary to the asphalt cost.

6.5 - ASPHALT PLACEMENT

- (a) 1. Maximum depth of asphalt layers shall not exceed 3 inches.



LINDEN AVE. AND 12th ST. ASPHALT OVERLAY CRETE, NEBRASKA 2021



BIDDING DOCUMENTS NOTE:

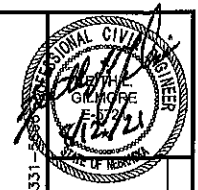
Complete sets of Bidding Documents as issued by Gilmore and Associates, Inc., and the issuing office, must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.



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, Nebr. PE No. E-5721



Diggers Hotline of Nebraska 1-800-331-5666

Phone: (402) 944-2007
 Fax: (402) 944-2000
 2070 23rd Ave
 Columbus, Nebraska 68601-0900



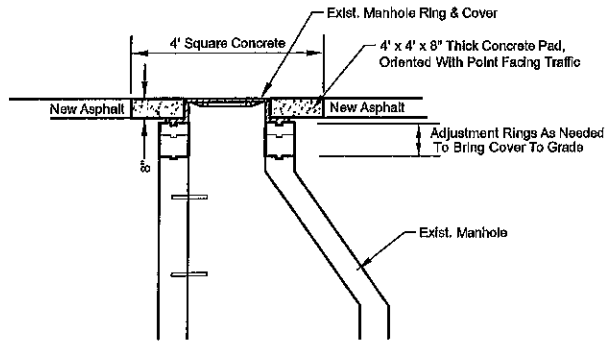
LINDEN AVE. AND 12th ST. ASPHALT OVERLAY
CRETE, NEBRASKA
INFORMATION & DETAILS

DRN BY: RTK
 DATE: 8/9/2021
 SCALE: AS SHOWN
 PROJ: 228.349
 F.B.:
 SHEET: 1 of 3

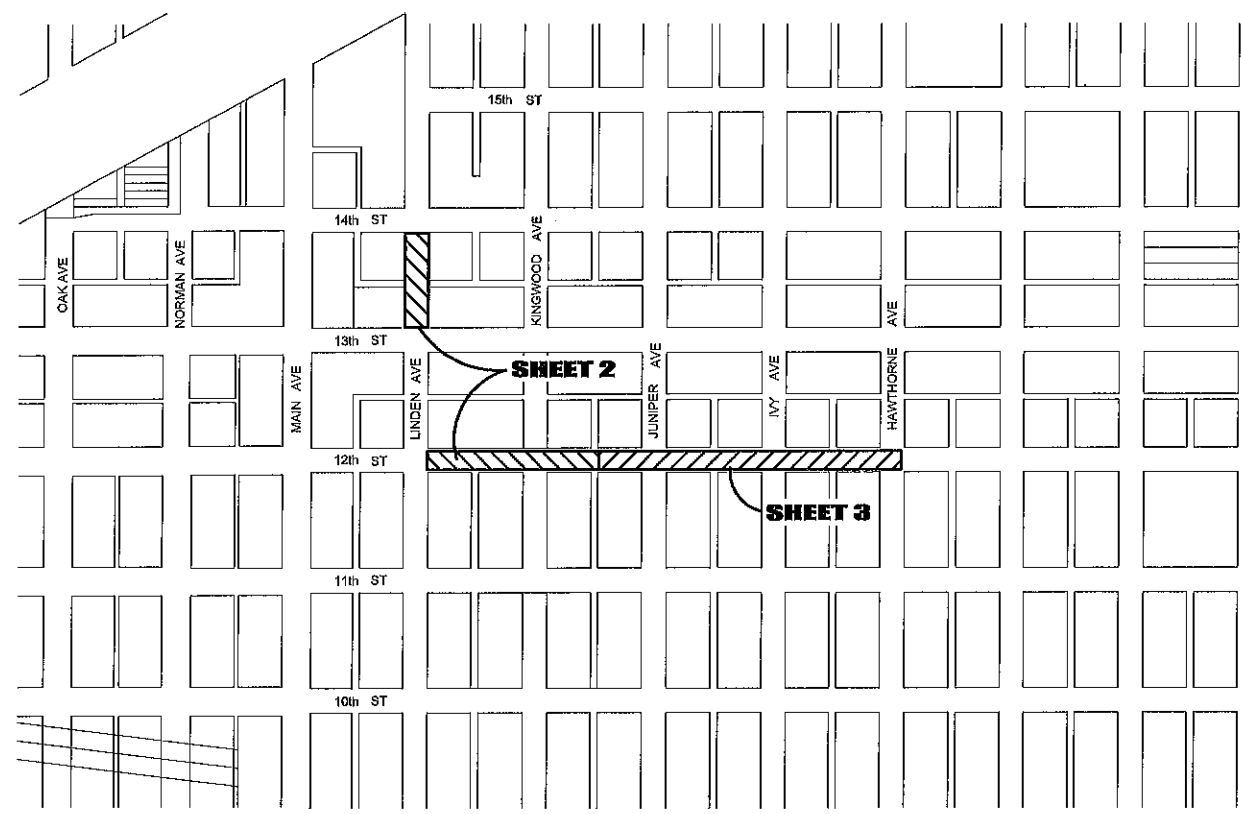
GENERAL NOTES

- The location of all aerial and underground utility facilities are approximate or may not be indicated on these drawings. Underground utilities whether shown or not, will be located and marked by the Utilities at the request of the Contractor. No excavation will be performed until all such underground utility facilities have been located and identified to the satisfaction of all parties. Contractor shall use extreme care to avoid any possibility of damage to the utility facility. It shall be the responsibility of the Contractor to protect all existing utilities, pavement, and other improvements not designated for removal or abandonment. Any damage to existing utilities and/or paved streets not designated for removal caused by construction operations shall be repaired at the Contractor's expense. In all cases, with no exception the Contractor before beginning construction, shall locate, uncover, and determine the horizontal and vertical location of all existing above ground and underground facilities which may potentially conflict with the work. Before proceeding with any digging or construction operations the Contractor shall confirm that a conflict does not exist and the work may be performed as shown on the drawings. If the Contractor determines that a conflict does exist, the Contractor shall immediately notify the Engineer who will make the final determination for resolving the conflict. The Contractor will receive no additional compensation for any delays or work resulting from a conflict that has not been thoroughly investigated prior to proceeding with the work. The Contractor may request additional compensation for any additional work performed to directly resolve the conflict as directed in writing by the Engineer.
- Contractor shall call for utility location (1-800-331-5666) 48 hours prior to digging.
- The Contractor shall adjust to grade all manholes and water valve boxes. Contractor shall keep existing sewer and water appurtenances free of all debris and operable during construction. Contractor shall grout the interior of all manholes disturbed or raised during construction. Water valves shall be checked and valve wrenches inserted to verify that the valve can be operated.
- Contractor shall furnish and maintain all necessary barricades, warning signs, lights, and flag persons as necessary, as per the bid item.
- Contractor shall protect by whatever means are required, all signs, mail boxes, fences, driveways, structures, sidewalks, streets, utility poles, bushes, trees, sprinkler systems, etc., which are not designated for removal or are located outside of the project limits. Any damage or destruction caused by the Contractor shall be repaired or replaced at a minimum to the original condition, as determined by the Engineer, at the Contractor's expense.
- Contractor shall provide positive drainage at all times within the project and construction areas.
- Contractor is responsible for all traffic and pedestrian control including, but not limited to, signage, barricades, construction fencing, warning lights, and related items. All materials and procedures shall be in conformance with the NDOT Standard Materials list, and Manual of Uniform Traffic Control Devices.
- All asphalt paving shall be removed by milling and shall be the property of the Contractors. Contractor shall be responsible for loading, hauling, and disposal cost.
- Contractor shall only use approved street routes determined by the owner for the hauling of materials to the storage site. Contractor shall also use the same routes for construction equipment during the progress of the work.
- Contractor shall broom and clean surface prior to tack coat.
- Owner shall mark any areas requiring patching after the broom cleaning. Patching shall be completed prior to the tack coat application.
- All work required to be performed in order to construct the Project, which is not specifically designated as a Bid Item, is considered incidental work. Costs shall be included in a bid item determined by the Contractor.

SYMBOL	DESCRIPTION
●	Water Curb Stop
○	Property Corner
○	NGS (Station Monument)
○	Control Point
⊙	Sewer Manhole
⊞	Sign
⊞	Mailbox
⊙	Deciduous Tree
⊞	Power Pole
⊞	Anchor
⊞	Air Cond.
⊞	Fire Hydrant
⊙	Coniferous Tree
⊞	Light Pole
⊞	Deciduous Bush
⊞	Coniferous Shrub
⊞	Telephone Pedestal
⊞	Post
⊞	Elec. Pedestal
⊞	Water Valve
⊞	Sprinkler
⊞	Gas Meter
⊞	Storm Sewer Manhole
⊞	Guy Anchor



CONCRETE DIAMOND AT MH
NO SCALE



SHEET INDEX
NO SCALE

SHEET INDEX	
SHT. NO.	SHEET NAME
1	INFORMATION & DETAILS
2-3	PLAN SHEETS

BIDDING DOCUMENTS NOTE:

Complete sets of Bidding Documents as issued by Gilmore and Associates, Inc., and 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.

Benchmark Disclaimer

A minimum of two benchmarks have been provided for the sole use of client and are not intended or represented to be suitable for use by any third party. The elevations established as benchmarks are vulnerable to change from the date such elevations were established due to a variety of reasons including, but not limited to, alteration of the physical structure the benchmarks are established upon, vandalism, swelling or subsidence of supporting soils, physical tampering, and construction or vehicular traffic on or adjacent to the benchmark. Gilmore & Associates, Inc., assumes no liability or responsibility for damages by client or any third party resulting from the misinterpretation, misidentification, or alteration of the benchmark elevations provided herein. Before utilizing any benchmark elevation noted herein, at all times the benchmark elevations must be verified and compared with each other as well as with elevations established for other permanent or semi-permanent structures noted, if any, to determine if any misinterpretation, misidentification, or alteration of the benchmark elevations has occurred. The standard of care utilized for professional surveying services in establishment of benchmark elevations is the one and still ordinarily used by members of the surveyor's profession under similar circumstances at the same time and in the same locality.



Diggers Hotline of Nebraska 1-800-331-5555

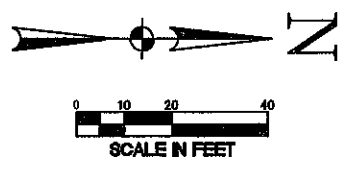
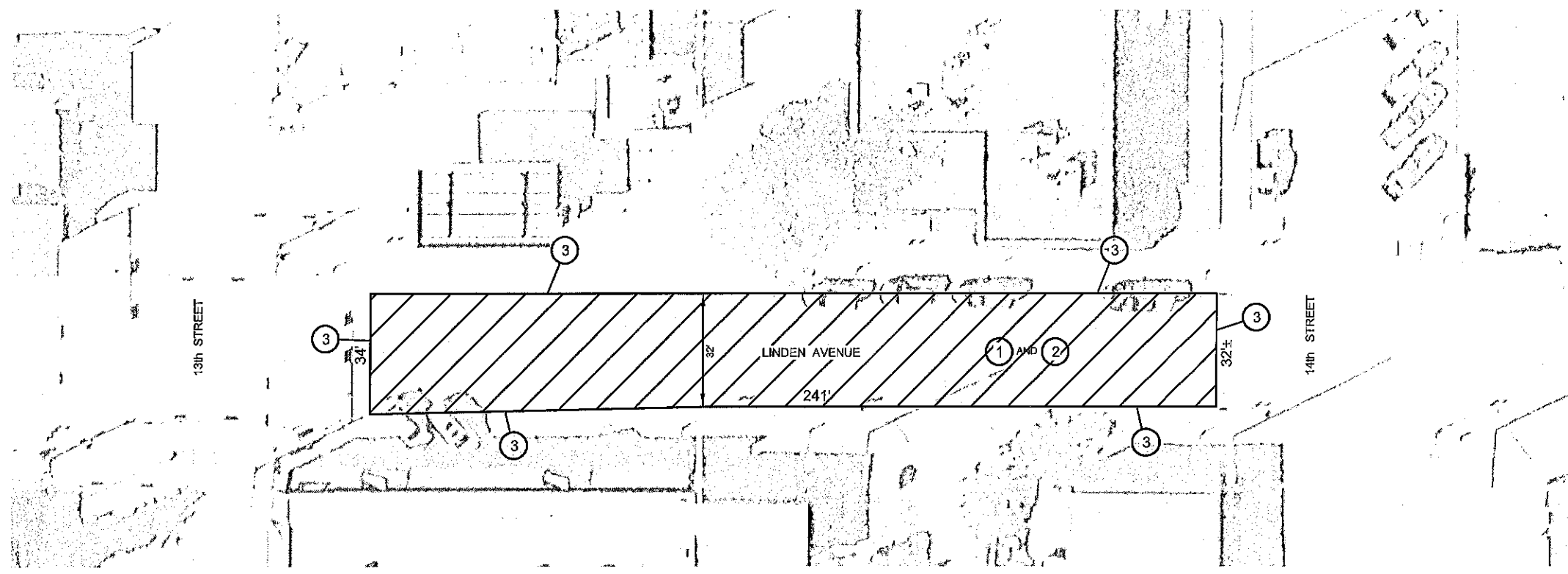
REVISIONS

Phone (402) 844-2577
 Fax (402) 844-2566
 Columbia, Nebraska 68202-0205

GILMORE & ASSOCIATES INC.
 Engineers - Surveyors

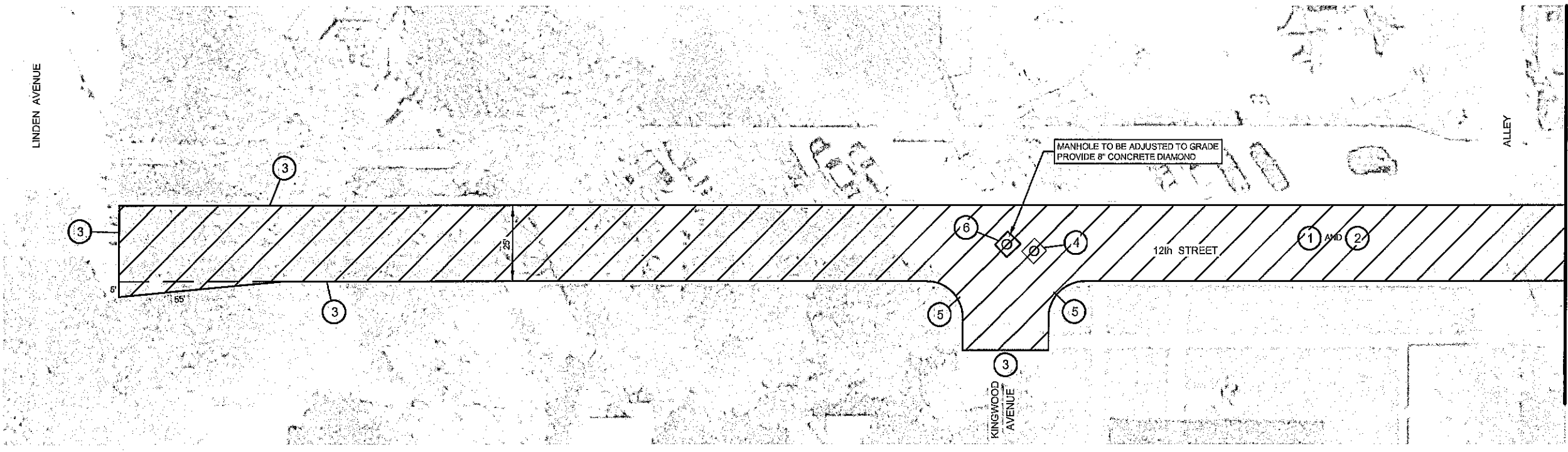
LINDEN AVE. AND 12th ST. ASPHALT OVERLAY
 CRETE, NEBRASKA
 LINDEN STREET 13th TO 14th
 12th STREET. - LINDEN TO ALLEY

DRN BY RTK
 DATE 8/9/2021
 SCALE AS SHOWN
 PROJ. 226.348
 F.R.
 SHEET 2 of 3

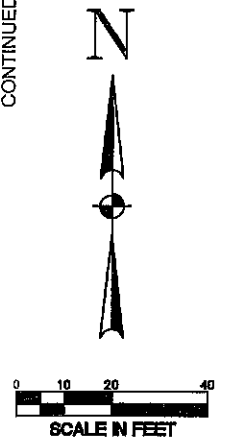


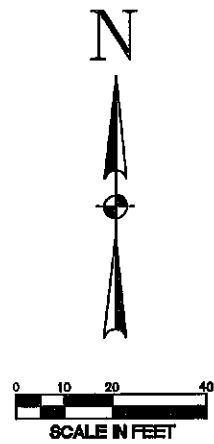
KEYNOTES

- ① MILL EXISTING SURFACE 2" OR TO TOP OF BRICK/CONCRETE.
- ② 2" ASPHALT OVERLAY
- ③ PROVIDE SQUARED MILLED EDGE.
- ④ MILL TO CONCRETE DIAMOND EDGE AROUND MH.
- ⑤ REMOVE ASPHALT FROM GUTTER, PLACE NEW ASPHALT AND SLOPE TO DRAIN.
- ⑥ PROVIDE FULL DEPTH CONCRETE DIAMOND AT MANHOLE (MINIMUM 8")



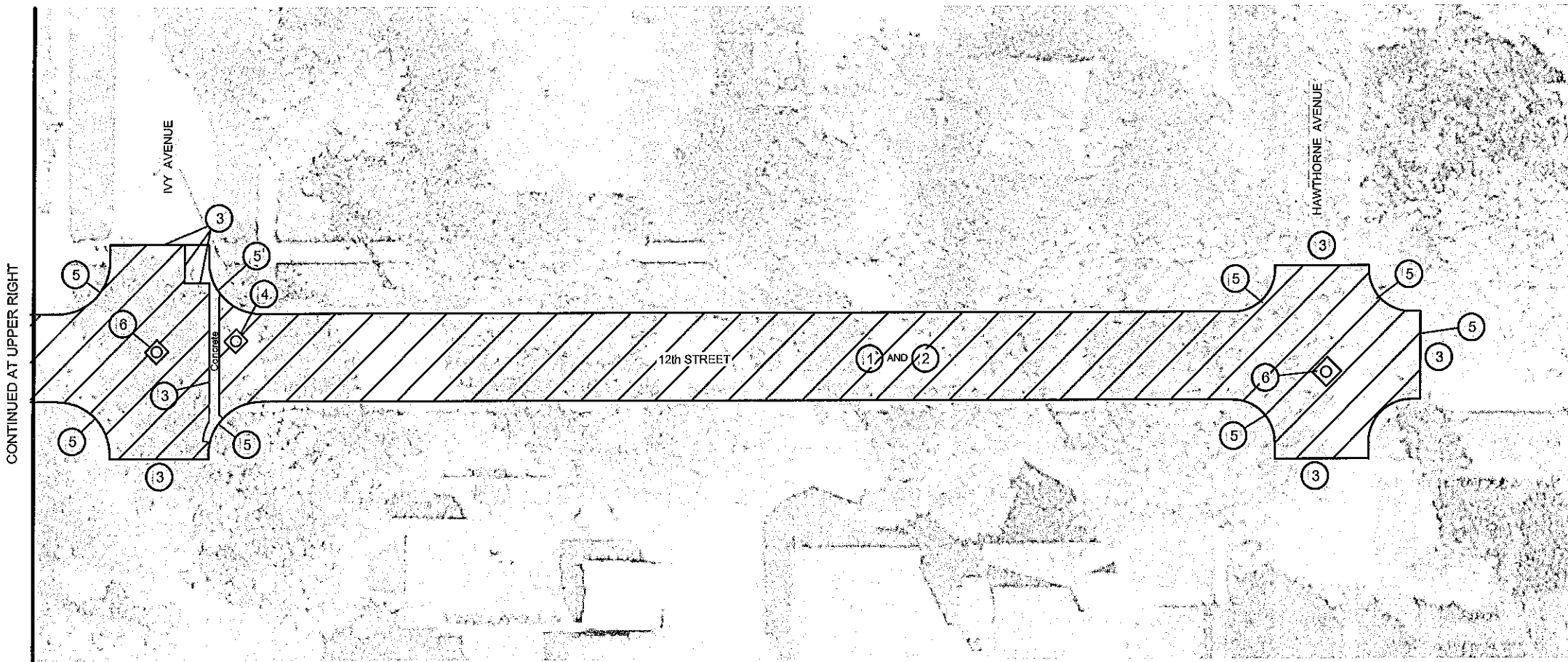
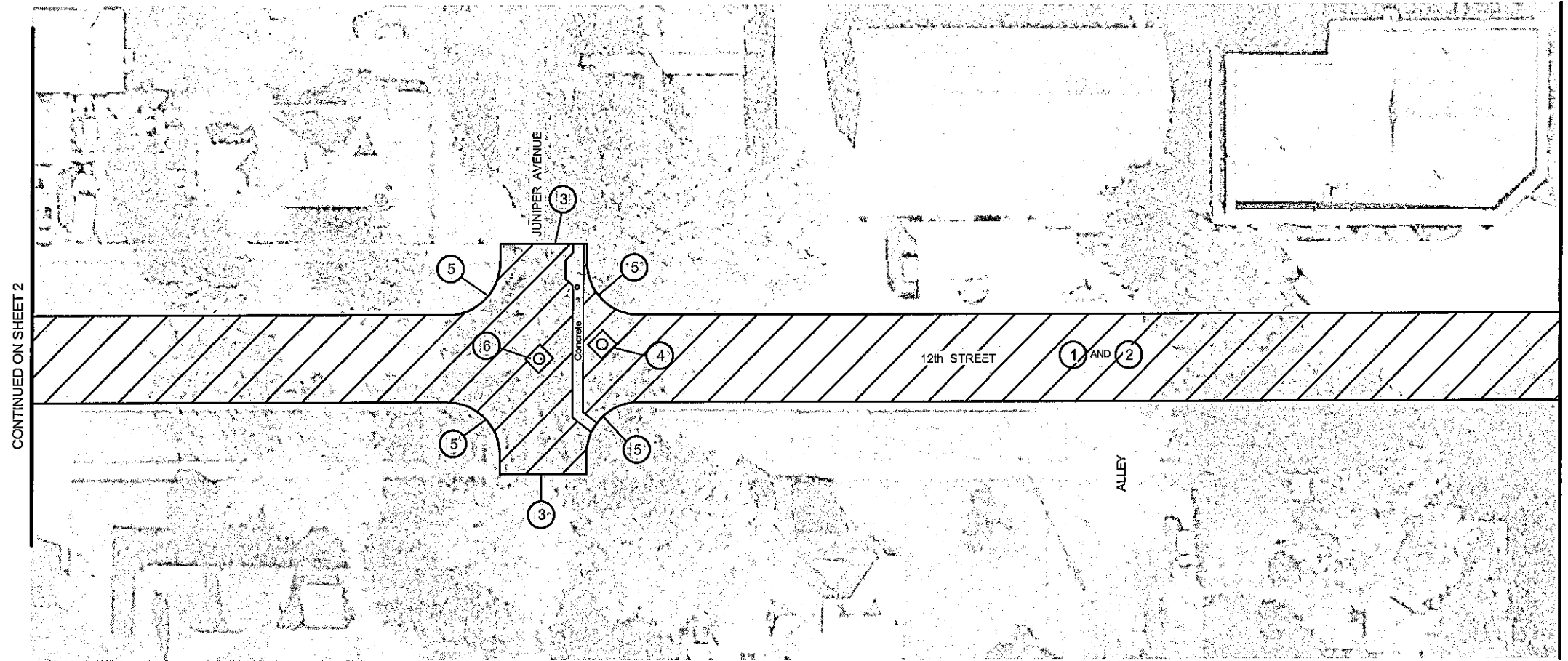
CONTINUED ON SHEET 3





KEYNOTES

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- ⑥ PROVIDE FULL DEPTH CONCRETE DIAMOND AT MANHOLE (MINIMUM 8")



Diggers Hotline of Nebraska 1-800-331-5315

Phone (402) 944-3807
 Fax (402) 554-2600
 1000 S. 10th Street
 Columbus, Nebraska 68702-0915

GILMORE & ASSOCIATES INC.
 Engineers - Surveyors

**LINDEN AVE. AND 12th ST. ASPHALT OVERLAY
 CRETE, NEBRASKA
 12th STREET- ALLEY TO HAWTHORNE AVE**

DRN BY RTK
 DATE 8/9/2021
 SCALE AS SHOWN
 PROJ. 226.348
 F.R. _____
 SHEET
3 of 3

CRETE CEMETERY BOARD MEETING

July 26, 2021

Crete City Hall

Chairman Judy Henning called the meeting to order at 4:00 p.m. with the Nebraska Open Meeting Law Act

Members present: Eleanor Henning, Gene Eggebraaten, Kathy Stastny, Judy Henning and Pam Busboom, absent was Larry Eberspacher

Present also was Tom Ourada, City Administrator.

Eleanor made a motion to approve the minutes of June 28, 2021, Kathy seconded. Motion carried.

No Treasurers Report to approve at this time.

Old Business

Riverside Cemetery- discussion of the flowers/plants at the entry way, it will be assigned to the Park and Rec Staff with impute from the Cemetery Board.

Mr. Ourada said that the August 4th City Council Meeting will be when they decide to reinstate Kathy Stastny and Pam Busboom.

At this time there is one birdhouse in Riverside is this enough.

It was reported the cemeteries look pretty good at this time but possibly more attractive containers be purchased. The new budget year will be October 1st.

The City Attorney has looked over the future volunteer project of cleaning of the head stones and advises against it. Discussed other possible options.

The next meeting will be August 30, 2021.

Being no further business, the meeting adjourned at 4:32 p.m.

Secretary

Pam Busboom