



CITY OF SCOTTSBLUFF
Scottsbluff City Hall Council Chambers
2525 Circle Drive, Scottsbluff, NE 69361
CITY COUNCIL AGENDA

Regular Meeting
June 3, 2024
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the May 20, 2024 Regular Meeting.
 - b) Council to excuse the absence of Council Member Salomon from the May 20, 2024 Regular Meeting.
 - c) Council to set a public hearing for June 17, 2024 at 6:00 p.m. to consider the proposed Ordinance Text Changes to Chapter 6 Article 6, Chapter 21 Article 1, and Chapter 25 Article 17 regarding Land Use Fees.

- d) Council to approve the bid specifications for the installation of slide gates on three different structures at the City's WWTF and associated bypass pumping and authorize the city clerk to advertise for bids to be received by June 25, 2024 at 1:00 p.m.
- e) Council to consider and take action on claims of the City.

8. **Public Hearings**

- a) Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted.
- b) Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the vicinity of east 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff is substandard and blighted.

9. **Resolution & Ordinances**

- a) Council to consider and take action on a Resolution to declare Study Area #18 generally described as properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.
- b) Council to consider and take action on a Resolution to declare Study Area #19 generally described as properties and tracts of land within the general vicinity of east 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.

10. **Bids & Awards**

- a) Council to discuss and consider action on awarding the bid for Public Safety Building Nail Damage Repair, located at 1801 Avenue B, Scottsbluff, NE to Ironclad Construction for the amount of \$93,165.20.

11. Subdivisions & Public Improvements

- a)
Council to discuss and consider action on an application for the creation of an Agriculture Estate Dwelling Site from Riverview Golf Course, LLC (Scott & Brenda Wickard) for property located at 180818 Hwy 92, Scottsbluff, NE and authorize the Mayor to sign the Certificate.

12. Reports from Staff, Boards & Commissions

- a)
Council to discuss and consider action on the Yard Waste Disposal Agreement with the City of Bridgeport and Waste Connections of Nebraska, Inc. and authorize the Mayor to sign the Agreement.

13. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.

14. Adjournment

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 7.a

Council to approve the minutes of the May 20, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
May 20, 2024

The Scottsbluff City Council met in a regular meeting on May 20, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 16, 2024 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on May 16, 2024. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Angela Scanlan, and Betsy Vidlak. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Matt Salomon.

Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

Moved by Council Member Scanlan, seconded by Council Member Vidlak that,

- a) The minutes of the May 6, 2024 Regular Meeting be approved,
- b) Council Member Scanlan's absence be excused from the May 6, 2024 Regular Meeting,
- c) A public hearing be set for June 3, 2024 at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted,
- d) A public hearing be set for June 3, 2024 at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether the properties within the vicinity of east 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff is substandard and blighted,
- e) Council will acknowledge receipt of and take no action on a liability claim from Emma Valdez that happened at 503 East Overland, Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier,
- f) The bid specifications for the replacement of the metal roof and appurtenances for the City Hall building for the City of Scottsbluff and authorizing the city clerk to advertise for bids to be received by June 11, 2024 at 1:00 p.m. be approved,
- g) The RFP seeking professional services from certified public accounting firms for the purpose of examining and auditing accounts, records, and affairs of the City and authorizing the city clerk to advertise for proposals to be received by 2:00 p.m. July 8, 2024 be approved.
- h) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 20, 2024 as on file with the City Clerk and submitted

to the City Council “YEAS,” Colwell, Vidlak, Scanlan and McKerrigan, “NAYS,” None.
Absent: Salomon.

CLAIMS

911 CUSTOM, LLC,CIP-PATROL CARS,6213.36;ADVANCE AUTO PARTS,DIESEL EXHAUST FLUID,75.8;ADVERTISING SPECIALTIES LLC,DEP. SUP.,4054.95;ANITA'S GREENSCAPING INC,BLDG. MAIN.,780;AUTOZONE STORES, INC,SHOP SUPP - BATTERY JUMP STARTER,348.53; B&C STEEL CORPORATION,BLDG MAINT PARK,232.89; BEELINE SERVICE INC,TOW SERVICE-PD,1430;BLUFFS FACILITY SOLUTIONS,DEPARTMENT SUPPLIES-REC,3508.03;CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,30.54;CELLCO PARTNERSHIP,TABLETS, IPADS, CELL PHONES, GRIDSMART FOR TRANS.,1152.72;CENTRAL PROGRAMS INC,COLL.,497.48; CITY OF GERING,DISPOSAL FEES-SAN,45600.38;CITY OF SCB,PETTY CASH,25;COLORADO ASPHALT SERVICES, INC,1 LOAD COLD ASPHALT PATCH,4488.5;COLUMN SOFTWARE PBC,LEGAL PUB-PD,77.44;COMPUTER CONNECTION INC,CONT. SRVCS.,284;CONTRACTORS MATERIALS INC.,LEATHER GLOVES FOR CREW,816.33;CROELL INC,CONCRETE FOR STREET REPAIR,1500.68;DELGADO LUPE,CONSULTING-PD,35;DIAMOND VOGEL,WHITE, YELLOW, RED, BLUE LATEX PAINT,26463.5;DOOLEY OIL INC,EQUIP MAINT,261.38;DXP ENTERPRISES INC,O2 SENSORS FOR MX6 MONITORS,840.9;EAKES INC,DEP. SUP.,314.8;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,294;EXPRESS TOLL,TRAVEL TO DIA - KELLEY,4.6;FASTENAL COMPANY,DEPT SUPP PARK,128.41; FEDERAL EXPRESS CORPORATION,POSTAGE,790.48; GALLS PARENT HOLDINGS, LLC,UNIFORMS-PD,85;GRAY TELEVISION GROUP INC,TRI-CITY STORMWATER TV PSAS APRIL,3295.01;HD SUPPLY INC,EQUIP MAINT,3045.24;HONEY WAGON EXPRESS,CONTRACTUAL,225;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,917.89; INGRAM LIBRARY SERVICES INC, COLL., 1109.2; INTERNAL REVENUE SERVICE, WITHHOLDINGS,73348.18;INTRALINKS, INC,DATTO ALTO MAY 2024,7541;INVENTIVE WIRELESS OF NE, LLC,UPGRADE INTERNET PARK,1471.9;KNOW HOW LLC,DEPARTMENT SUPPLIES-SAN,3119.6;KRIZ DAVIS,ELECTRICAL PARK,1121.58; LEAL NOHEMI,CONSULTING-PD,70;LEGACY COOPERATIVE,DIESEL FUEL-SAN,27100.14;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,200;M.C. SCHAFF & ASSOCIATES, INC,SOLID WASTE TRANSFER STATION,20562.25;MACQUEEN EQUIPMENT INC,EQUIP MAINT,1667.24;MADISON NATIONAL LIFE,INSURANCE,3567.87;MATHESON TRI-GAS INC,RENT MACHINES,45.86; MENARDS, INC,EQUIP MAINT WTR,2277.89; MICHAEL BEEBE,BLDG MAINT-PD,2941; MICHAEL FURREY,CITY HALL WINDOW TINTING,2235;MIDWEST CONNECT, LLC,UB PROCESSING APRIL 2024,5396.41;MOTOROLA SOLUTIONS, INC,CIP-TECH BODY CAMS,1170; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,2338.42;MUNIMETRIX SYSTEMS CORP,CONTRACTUAL,39.99;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1980.1; NE DEPT OF ENVIRONMENTAL QUALITY,LICENSE & PERMITS,350;NE DEPT OF REVENUE, WITHHOLDINGS, 43445.82; NE LAW ENFORCEMENT TRAINING CENTER, SCHOOLS & CONF-PD,420;NEBRASKA MACHINERY CO,EQUIP MAINT,1780.74;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42786.27; NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY STORMWATER PSAS KNEB WEBSITE AND TV,500;NEBRASKALAND TIRE, INC,VEH MAINT-PD,858.64;NORTHERN LAKE SERVICE, INC,SAMPLES,75; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,1550.62;ONE CALL CONCEPTS, INC,CONTRACTUAL,226; PANHANDLE AUTOMOTIVE GROUP LLC,EQUIP MAINT CEM,173.1;PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,232; PARADISE PUMPERS LLC,CONTRACTUAL,665;PAUL REED CONSTRUCTION & SUPPLY,

INC,CITY HALL MULCH,306.63;PEACEFUL PRAIRIE NURSERY, INC,CITY HALL PLANTING,387.39;PELCO CORP,DEPT SUPP ENGRAVING,36.75;PLATTE RIVER GLASS RODNEY L FLOTH,VEH MAINT-PD,376;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,13460.53;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,3510.48;QA BALANCE SERVICES INC,CONTRACTUAL SVC,115;QUADIENT FINANCE USA INC,POSTAGE ADM,1000;QUADIENT LEASING USA INC,RENT-MACH-PD,470.85;QUILL CORPORATION,DEPT SUPPL-PD,544.27;RECREATION SUPPLY CO., INC.,DEPARTMENT SUPPLIES-REC,161.92; REGIONAL CARE INC,CLAIMS,111041.76; REZPLOT SYSTEM LLC,CONTRACTUAL,567.5; RICE KIMBERLY, UNIFORMS PD, 10; ROALKVAN DREW, SCHOOLS & CONF PD, 76; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,1449.52;S M E C,EMPLOYEE DEDUCTION,120.5;SALES MIDWEST, INC,EQUIPMENT PARK,39700;SANDBERG IMPLEMENT, INC,EQUIPMENT,7195.89; SCB COUNTY,SEPTIC PERMITS S24-03 & S24-04,215;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,363.29; SCB TENT & AWNING,HOSE BED COVERS - E1, E2, E3,757.09;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,314;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,858;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-PD,80;SHERIFF'S OFFICE,LEGAL FEES-PD,324.4;SHERWIN WILLIAMS,BLDG MAINT PARK,828.28; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,13798.29;SIMONCONTRACTORS,CONCRETEFORSTREETREPAIR,9180.84; SNELL SERVICES INC.,BLDG. MAIN.,1830;SOUNDSLEEPER SECURITY INC.,STRUCTURES ADM,5247.1;SYMBOLARTS, LLC,NAME PLATES AND BADGES - UNIFORM,192.5;TERRY D SCOTT,VEHICLE MAINT,260.06;THE PEAVEY CORP,INVEST SUPPL-PD,436.27; UNION BANK & TRUST,RETIREMENT,69986.18;UNITED STATES WELDING,CONTRACTUAL SERVICES-SAN,89.04;US COMPOSTING COUNCIL,MEMBERSHIPS,525;VERIZON COMMUNICATIONS INC,GPS SERVICE,95.7;WEST NEBRASKA CLAIMS SERVICE, INC,CLAIM,1111.79;WESTERN COOPERATIVE COMPANY,GRUND MAINT PARK,2678.32;WESTERN COOPERATIVE COMPANY,DEPT SUP,585.85;WHITING SIGNS,GRANT EXPENSE-REC,1420;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,946.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,933;REFUNDS; CINDY J BUCHANAN, 26.63; ASHLEY GRANT, 38.39; HAILEE WILSON, 18.70; ANNA CALIHUA, 12.91; PAIGE DAVIS, 9.18; JIM MORTIMORE, 34.31

Finance Director, Lane Kizzire, approached Council to present the April 2024 Financial Report. He explained one item worth noting, on page 2, is the Debt Service line item. This fund is showing a negative balance due to Pavement Improvement District (PID) payments coming out for the Frank Subdivision implementing 28th Street. He informed things are in good shape as the general fund is up \$335,000 and the proprietary funds are all showing healthy balances.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the April 2024 Financial Report, “YEAS,” Vidlak, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: Salomon.

Mayor McKerrigan opened the public hearing at 6:04 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by Bruner Bunch, LLC for the Element Sports Summit Redevelopment Project.

Ms. Sharaya Toof, Economic Development Director, came forward and explained the Redevelopment Plan has been reviewed by the Planning Commission and Community Redevelopment Authority. The project entails a sports complex, which will require the Redeveloper to construct a street, curb, and gutter, sidewalk and water, sanitary sewer and storm sewer mains along the 18th Avenue right-of-way from Frontage Road to 27th Street. In addition, the “Project” as described in the plan requires a significant investment and the Redeveloper is seeking approval of tax increment financing for certain eligible costs

and expenses related to the Project. On August 13, 2013, the City declared the Project Site as blighted and substandard according to the Community Development Law. On March 18, 2024 after the Project Site was annexed to the corporate limits of the City, the City ratified its declaration the Project Site is blighted and substandard and in need of redevelopment. The project site is described as Lots 1, 2, and 3, Block 1, Triple Peaks Subdivision. The Redeveloper will initially develop Lot 3, in Phase 1, which will entail a sports complex with sports courts, commons areas, and ancillary uses.

Ms. Deidra Bruner, Agent of Bruner Bunch, LLC, was present and came forward to answer questions from Council. Ms. Bruner explained the scope of the project includes four basketball courts, two being permanent wooden floors with the other two being multi-purpose concrete floors which can have mats set down on them for sports like wrestling, gymnastics or cheerleading, along with turf for indoor soccer. Additionally, the project will include some build to suit lease areas which can include a restaurant or coffee bar; the entire project should encompass approximately five acres, which will include the parking lot.

There were no more comments or questions from the public or Council. Mayor McKerrigan closed the public hearing at 6:07 p.m.

Regarding the Resolution to approve the Redevelopment plan submitted by Bruner Bunch, LLC for the Element Sports Summit Redevelopment Project, Ms. Toof came forward to go over the four Standards of Review for the Project. She explained the first standard of review is if it conforms with the comprehensive plan. According to the 2016 Comprehensive Plan, the Redeveloper's Project does conform with the plan and also falls in compliance with zoning of (O-P), Office and Professional, which includes community centers as a principal permitted use. Additionally, the project is anticipated to fall in line with the comprehensive plan that the City will be updating. The second standard for review is the conformity to Community Development Law. The proposed Project is in an area that the City Council has designated as blighted and substandard in need of redevelopment. The third element, The "But For" Test is met because this Plan proposes the use of tax-increment financing (TIF) and would not be economically feasible or occur in the blighted and substandard area without the use of TIF. Lastly, the fourth element to be considered is Cost Benefit Analysis. The CRA adopted a cost-benefit analysis finding the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services are in the long-term best interests of the community.

Council Member Colwell made a motion to adopt Resolution No. 24-05-01 approving the Redevelopment Plan submitted by Bruner Bunch, LLC for the Element Sports Summit Redevelopment Project and authorizing the Mayor to sign. The motion was seconded by Council Member Scanlan. "YEAS," Scanlan, McKerrigan, Colwell, and Vidlak. "NAYS," None. Absent: Salomon.

RESOLUTION NO. 24-05-01

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the "Act"), a redevelopment plan for the *ELEMENT Sports Summit* project (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive

Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On May 20, 2024, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as documented in writing in this Resolution.

Resolved:

1. The Redevelopment Plan is determined to be feasible and in conformity with the Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community impacted by the project.

3. The City Council approves the Redevelopment Plan.

4. According to NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies;

(b) That proportion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the CRA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the CRA for financing or refinancing, in whole or in part, the project set forth in the Redevelopment Plan. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the CRA shall so notify

the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in the redevelopment project shall be paid into the funds of the respective public bodies; and

(c) Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 20, 2024

Mayor

ATTEST:

City Clerk (Seal)

Ms. Toof approached Council to present the Micro TIF application for Martin and Jennifer Urdiales for The Dugout Project located at 17 E. 16th Street, Scottsbluff, NE. Ms. Toof explained the property has been vacant for twelve months and the proposed plan is to renovate the building to include batting cages and a community gathering area. She also informed Council of the Statutory requirements, which have been met, for a Micro TIF. They include; 1) The application is for a single project; 2) The project is the repair or rehabilitation of an existing structure that has been within the City limits for at least 60 years. (The building was built in 1910, meeting the requirement); 3) The project is located in a blighted or substandard area; 4) The project is in a county with a population of less than 100,000; 5) The assessed value of the property, when the project is complete, can be estimated at no more than 1.5MM. (the estimated value of completion is \$363,0000; and 6) Comprehensive Plan. (The property is zoned as C-1 and is consistent with the comprehensive plan).

Martin and Jennifer Urdiales came forward and explained to Council they purchased the property in October merging two properties into one. They are using one portion of the building for batting cages and the other for flex space to include a concession stand and options to rent for birthday parties. They both plan to manage the facility, but plan hiring part time staff and hope to utilize local talent to host clinics in the future.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the Micro TIF application for Martin and Jennifer Urdiales for The Dugout Project and adopt and approve the Mayor to sign Resolution No. 24-05-02. Before the calling of the roll, Mayor McKerrigan asked if there were any questions. Ms. Kathryn Gonzales, Scottsbluff resident asked what the difference is between TIF and Micro TIF and if the property has to be an established building. Ms. Toof answered the difference is the application process and term. Legal Counsel Hadenfeldt added the building has to be established for 60 years and be

in a blighted and substandard area to be considered for Micro TIF. Mayor McKerrigan then asked to call the roll, “YEAS,” Vidlak, Colwell, McKerrigan, and Scanlan. “NAYS,” None. Absent. Salomon

RESOLUTION NO. 24-05-02

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Martin and Jennifer Urdiales (the “Redevelopers”) have submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *The Dugout Project* (the “Project”), dated April 30, 2024. The Redevelopers have paid the application fee for the Plan and obtained a building permit for the Project.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.

2. The City Council approves the Plan and the Project.

3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.

4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 20, 2024.

Mayor

ATTEST:

City Clerk (Seal)

Mr. Ben Rodriguez came forward regarding ten Special Designated Liquor Licenses for BR Entertainment, LLC d/b/a Hight's Tavern to serve distilled spirits at the Bands on Broadway Summer Event Series. He explained they will be using their trailer to serve mixed drinks and burgers and will utilize wristbands as part of their ID protocol. City Manager Spencer was asked by Council about security and he stated security would be hired to watch the event and man the gates, adding they will have on duty officers available if needed.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve ten Special Designated Liquor Licenses for BR Entertainment, LLC d/b/a Hight's Tavern to serve distilled spirits at the Bands on Broadway Summer Series 6/6; 6/13; 6/20; 6/27; 7/11; 7/18; 7/25; 8/1; 8/8; & 8/15 from 5:30-9:30 p.m. at the 18th Street Plaza, "YEAS," McKerrigan, Scanlan, Colwell, and Vidlak. "NAYS," None. Absent: Salomon.

Mr. Zach Glaubius, Development Services Director, approached Council regarding awarding the contract for the preparation and complete rewrite of the City's Comprehensive Plan. He explained we received two applications and after reviewing each Request for Proposal and interviewing both firms, staff is recommending the proposal from Marvin Planning and Consultants for \$136,700. He informed, if approved, the process will start in mid to late June and last approximately 12-18 months. When asked about the old plan and benefits of a new plan, Mr. Glaubius stated the old plan is nearing ten years old and is fairly brief. The new plan will be more comprehensive with dedicated chapters to each section, which will make them updatable without having to pay for a new plan.

Mr. Spencer commented the Comprehensive Plan is being paid for by ARPA funds, which makes a great opportunity to get the project done, which will require a lot of work, but is exciting and beneficial for the community.

Council Member Colwell moved, seconded by Council Member Scanlan to approve awarding the contract for the preparation and complete rewrite of the City's Comprehensive Plan to Marvin Planning Consultants for \$136,700, "YEAS," Colwell, Vidlak, Scanlan, and McKerrigan. "NAYS," None. Absent: Salomon.

There were no updates by Council to be included in Council Reports.

Council Member Scanlan made a motion, seconded by Council Member Vidlak to adjourn the meeting at 6:32 p.m., "YEAS," Vidlak, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: Salomon.

Mayor

Attest:

City Clerk "SEAL"

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 7.b

Council to excuse the absence of Council Member Salomon from the May 20, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 7.c

Council to set a public hearing for June 17, 2024 at 6:00 p.m. to consider the proposed Ordinance Text Changes to Chapter 6 Article 6, Chapter 21 Article 1, and Chapter 25 Article 17 regarding Land Use Fees.

Staff Contact: Zachary Glaubius

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 7.d

Council to approve the bid specifications for the installation of slide gates on three different structures at the City's WWTF and associated bypass pumping and authorize the city clerk to advertise for bids to be received by June 25, 2024 at 1:00 p.m.

Staff Contact:

**Advertisement for Bids
Scottsbluff WWTF Slide Gates Project**

Owner: City of Scottsbluff

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Separate sealed Bids for the installation of slide gates on three different structures at the City's WWTF and associated bypass pumping shall be received by Kimberley Wright, City Clerk at the City Office, 2525 Circle Drive, Scottsbluff, NE 69361 until 1:00 PM, (Local Time) Tuesday, June 25th, 2024; and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

Publish three times:

One affidavit of publication requested.



SPECIFICATIONS

Scottsbluff WWTF Slide Gates Project Scottsbluff, Nebraska



PREPARED BY

MC Schaff & Associates, Inc
818 S Beltline Hwy E
Scottsbluff, NE 69361
308.635.1926

PREPARED FOR

Lynn Garton
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361



MCS
FAMILY OF COMPANIES

RM240056-00

May 2024
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City of Scottsbluff
Scottsbluff WWTF Slide Gates Project

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Slide Gate	03000

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/s/ Kimberley Wright
City Clerk

Publish three times:

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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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.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents 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.
- 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 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 **five** 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:
- A. **A list of Five similar projects and the primary contact's name and phone number.**
- 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 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 contiguous 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.
- 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 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 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 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.

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 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 (5) percent of Bidder's maximum 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 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, ~~[Milestones are to be achieved and]~~ the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

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 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. The burden of proof of the merit of the proposed item is upon Bidder. 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.
- 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 or Suppliers proposed for the following portions of the Work:

A. None

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.

12.05 **Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom the Contractor has reasonable objection.**

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 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 official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 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 official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 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.~~
- ~~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 [____], but not less than the minimum of [____]. 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.~~

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 the Owner at the address in Article 1.01 of the Bid Form.
- 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, 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. 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, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - 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.
- 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 or Suppliers.

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.

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. [REDACTED]). Said taxes shall not be included in the Bid.

~~ARTICLE 23 – CONTRACTS TO BE ASSIGNED~~

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
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BID FORM

Project Identification: **Scottsbluff WWTF Slide Gates Project**

Contract Identification and Number: **RM240056-00**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
1	Mobilization	1	LS	\$	\$
2	Base Bid Bypass Pumping	1	LS	\$	\$
3	Screw Pump Structure Slide Gates	3	Each	\$	\$
4	Clarifier Influent Structure Slide Gates	2	Each	\$	\$
Base Bid Total of Items 1 thru 4					\$

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
Alt -1	Alternate #1 Mobilization	1	LS	\$	\$
Alt -2	Alternate #1 Bypass Pumping	1	LS	\$	\$
Alt -3	Screw Pump Structure Slide Gates	3	Each	\$	\$
Alt -4	Clarifier Influent Structure Slide Gates	2	Each	\$	\$
Alt - 5	Junction Box Slide Gate	1	Each	\$	\$
Alt #1 Bid Total of Items Alt-1 thru Alt-5					\$

Contractors Proposed Start Date

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Unit Prices have been computed in accordance with paragraph 13.03.A of the general conditions

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- ~~B. List of Proposed Subcontractors;~~
- ~~C. List of Proposed Suppliers;~~
- ~~D. List of Project References;~~
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ~~G. Required Bidder Qualification Statement with supporting data; and~~

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska 69361

BID

Bid Due Date:

Description (*Project Name— Include Location*): Scottsbluff WWTF Slide Gates Project

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

(Seal) _____ (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Scottsbluff

Owner's Contract No.:

Engineer: M.C. Schaff & Associates, Inc.

Engineer's Project No.: RM240056-00

Project: Scottsbluff WWTF Slide Gates Project

Contract Name:

Scottsbluff WWTF Slide Gates
Project

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Scottsbluff WWTF Slide Gates Project.

The Contract Price of the awarded Contract is: \$_____

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

☐ 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 receipt of this Notice of Award:

1. Deliver to Owner **three (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:

Authorized Signature

By:

Title:

Copy: Engineer

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

Prepared by



Issued and Published Jointly by



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(703) 684-2882
www.nspe.org

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THIS AGREEMENT is by and between City of Scottsbluff ("Owner") and _____ ("Contractor").

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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 **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$700** 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 \$_____ 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 \$_____ 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 \$_____.~~

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: **\$0.00**.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
1	Mobilization	1	LS	\$	\$
2	Base Bid Bypass Pumping	1	LS	\$	\$
3	Screw Pump Structure Slide Gates	3	Each	\$	\$
4	Clarifier Influent Structure Slide Gates	2	Each	\$	\$
Base Bid Total of Items 1 thru 4					\$

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
Alt -1	Alternate #1 Mobilization	1	LS	\$	\$
Alt -2	Alternate #1 Bypass Pumping	1	LS	\$	\$
Alt -3	Screw Pump Structure Slide Gates	3	Each	\$	\$
Alt -4	Clarifier Influent Structure Slide Gates	2	Each	\$	\$
Alt - 5	Junction Box Slide Gate	1	Each	\$	\$
Alt #1 Bid Total of Items Alt-1 thru Alt-5					\$

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. 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 **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of 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. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of **five (5)** 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, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all 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 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 considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- 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 is acceptable to Contractor.
- 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 _ to _, inclusive).
 - 2. Performance bond (pages _ to _, inclusive).
 - 3. Payment bond (pages _ to _, inclusive).
 - 4. ~~Other bonds.~~
 - a. ~~N/A (pages N/A to N/A, inclusive).~~
 - 5. ~~General Conditions (pages N/A to N/A, inclusive).~~
 - 6. ~~Supplementary Conditions (pages N/A to N/A, inclusive).~~
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of _ sheets with each sheet bearing the following general title: ~~or~~ the Drawings listed on the attached sheet index.
 - 9. ~~Addenda (numbers to , inclusive).~~
 - 10. ~~Exhibits to this Agreement (enumerated as follows):~~
 - a. Contractor's Bid (pages _, 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.
 - ~~b. Work Change Directives.~~
 - ~~c. Change Orders.~~
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in 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 successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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:

CONTRACTOR:

City of Scottsbluff

By: _____

By: _____

Title: _____

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:

City of Scottsbluff

2525 Circle Drive

Scottsbluff, NE 69361

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.

NOTICE TO PROCEED

Owner:	City of Scottsbluff	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	M.C. Schaff & Associates, Inc.	Engineer's Project No.:	RM240056-00
Project:	Scottsbluff WWTF Slide Gates Project	Contract Name:	Scottsbluff WWTF Slide Gates Project
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2024. *[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 _____.

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

Notify the Engineer.

Engineer:

Authorized Signature

By:

Title:

Date Issued:

Copy:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*: City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Scottsbluff WWTF Slide Gates Project

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

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

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

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

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond 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 Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Scottsbluff WWTF Slide Gates Project

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

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

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

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

Contractor's Application for Payment No.

Application Period:		Application Date:	
To (Owner): City of Scottsbluff	From (Contractor):	Via (Engineer): M.C. Schaff & Associates, Inc.	
Project: Scottsbluff WWTF Slide Gates Project	Contract: Scottsbluff WWTF Slide Gates Project		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: RM240056-00	

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$
			5. RETAINAGE:	
			a. 5% X Work Completed.....	\$
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

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

Contractor Signature

By:	Date:
-----	-------

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer)	(Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner)	(Date)
Approved by:	Funding or Financing Entity (if applicable)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Scottsbluff	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: M.C. Schaff & Associates, Inc.	Engineer's Project No.: RM2400556-00
Project: Scottsbluff WWTF Slide Gates Project	Contract Name: Scottsbluff WWTF Slide Gates Project

This Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, 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. §§5501 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.H 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 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 11.01.C.2.a and 11.01.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 special 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

Prepared by



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SUPPLEMENTARY CONDITIONS

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

The terms used in these Supplementary Conditions will have the meanings indicated 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.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- SC-1.01.A.3** Add the following language at the end of the last sentence of Paragraph 1.01.A.3:
The Application for Payment form to be used on this Project is EJCDC C-620.
- SC-1.01.A.8** Add the following language at the end of the last sentence of Paragraph 1.01.A.8:
The Change Order form to be used on this Project is EJCDC C-941.
- SC-1.01.A.20** Add the following language at the end of the last sentence of Paragraph 1.01.A.20:
The Engineer's Consultants on this project is Panhandle Geotechnical & Environmental, Inc.
- SC-1.01.A.48** Add the following language at the end of the last sentence of Paragraph 1.01.A.48:
A Work Change Directive cannot change Contract Price or Contract Time without a subsequent Change Order.
- SC-1.01.A.49** Add the following new Paragraph after Paragraph 1.01.A.48:
Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

- SC-2.02.A.** Amend the first sentence of Paragraph 2.02.A. to read as follows:
Owner shall furnish to Contractor up to four (4) printed or hard copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional copies will be furnished upon request at the cost of reproduction.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

- SC-4.01.A.** Delete Paragraph 4.01.A in its entirety and insert the following in its place:
The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-4.05 Delays in Contractor's Progress

- SC-4.05.C.2** Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:
Abnormal Weather Conditions;

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

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A.** No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- B.** Not Used.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A.** No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B.** Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.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 A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ _____
Bodily injury by disease, aggregate	\$ _____
Employer's Liability:	
	<u>\$ 500,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

- 2.** Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	<u>\$ 2,000,000</u>
-------------------	---------------------

Products - Completed Operations Aggregate \$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence (Bodily Injury and Property
Damage) \$ 1,000,000

Property Damage liability insurance will provided Explosion, Collapse, and
Under-ground coverages where applicable.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000

Each accident \$ 2,000,000

Property Damage:

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.17 Contractor’s General Warranty and Guarantee

SC-7.17 Add the following new Paragraph immediately after Paragraph 7.17.D:

- E. The Contractor agrees that its work will be done in a workmanlike manner equal to same or similar standard of work by other contractors in the same or similar locality.**

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

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

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
- 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall**

generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed

Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:**
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, 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.

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

SC-13.02 Allowances

SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

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

SC-15.01 Progress Payments

SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text:
“a bill of sale, invoice, or other.”

SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3

The Application for Payment form to be used on this Project is EJCDC C-620.

SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer’s recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC 17.01 Delete Paragraphs 17.01.A and 17.01.B in their entirety and insert the following:

A. In the event the Engineer cannot resolve the dispute, the Owner or Contractor may request to submit it to non-binding mediation with the location and mediator to be selected by agreement of the parties, and if not successful then the parties shall have all remedies available to them in law or in equity.

Change Order No. _____

Date of Issuance: Owner: City of Scottsbluff Contractor: Engineer: M.C. Schaff & Associates, Inc. Project: Scottsbluff WWTF Slide Gates Project	Effective Date: Owner's Contract No.: Contractor's Project No.: Engineer's Project No.: RM240056-00 Contract Name: Scottsbluff WWTF Slide Gates Project
---	---

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 <i>[note changes in Milestones if applicable]</i>
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: By: _____ Engineer (if required) Title: _____ Date: _____	ACCEPTED: By: _____ Owner (Authorized) Title: _____ Date: _____
---	--

RECOMMENDED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

PAY ITEMS

ARTICLE 1 – GENERAL

The entire construction of the project to the Owner shall be computed by multiplying the actual quantities of the Pay Items measured during the progress of the work and its completion by the unit price pertaining thereto as bid by the contractor to whom the award is made and as accepted by the Owner. No payment will be made in addition to the amount allowed under the Pay Items for incidental work required to complete the work involved in the Project and to clean up the area in which the contractor has worked.

All labor, tools, supplies and any and all other things required to do the construction work, involving but not limited to adjusting water valves and curb stops, protection of water and gas mains, telephone and electric cables, storm, water and sanitary sewer, and moving onto and away from the job, and to complete the same in a manner acceptable to the Owner and the Engineer shall be included in said Pay Items which are defined as follows:

1. Mobilization

This Pay Item shall include all work incidentals to the start-up and completion of this project. 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.

Payment for this item shall be based on the lump sum price bid and shall be for one mobilization for the entire project. The total lump sum bid for the mobilization will be paid when the project is at least 10% complete based upon the total value of work completed.

2. Base Bid Bypass Pumping

This Pay Item shall include all labor, equipment, and material necessary to furnish and install all components of a Bypass Pumping System that shall be designed to achieve the flows and head as called out in the specifications. This item shall include designing the proposed system, installing the system including any plugging of existing pipes that may be needed, training the City forces to operate the system, removing the system, and installing any plugs needed to prevent flow from entering the given structures where the slide gates are being installed.

This Pay Item shall include setting up bypass pumps near and pumping out of the Junction Box. In addition, the bypass pumping shall include taking care of the flow from the Airport in the 12" main as shown on the plans.

Payment for this Pay Item shall be made at the lump sum bid price for Base Bid Bypass Pumping.

3. Screw Pump Slide Gates

This Pay Item shall include all labor, equipment, and material necessary to furnish and install the slide gate in the Screw Pumps Structure. This pay item shall also include any concrete work required to make the lift mechanisms operate as the manufacturer intended.

Payment for this Pay Item shall be made at the unit price bid per slide gate installed on the Screw Pump Structure and ready for use.

4. Clarifier Influent Structure Slide Gates

This Pay Item shall include all labor, equipment, and material necessary to furnish and install the slide gate in the Clarifier Influent Structure. This pay item shall also include any concrete work required to make the lift mechanisms operate as the manufacturer intended.

Payment for this Pay Item shall be made at the unit price bid per slide gate installed on the Clarifier Influent Structure and ready for use.

Alt – 2 Alternate #1 Bypass Pumping (Replaces Base Bid Item #2)

This Pay Item will be required if the slide gate must be installed in the Junction Box.

This Pay Item shall include all labor, equipment, and material necessary to furnish and install all components of a Bypass Pumping System that shall be designed to achieve the flows and head as called out in the specifications. This item shall include designing the proposed system, installing the system including any plugging of existing pipes that may be needed, training the City forces to operate the system, removing the system, and installing any plugs needed to prevent flow from entering the given structures where the slide gates are being installed.

This Pay Item shall include setting up bypass pumps to handle the flows from the existing 30" main along Beltline Highway and 24" main coming from Highway 26. In addition, the bypass pumping shall include taking care of the flow from the Airport in the 12" main as shown on the plans.

Payment for this Pay Item shall be made at the lump sum bid price for Alternate #1 Bypass Pumping.

Alt – 5 Junction Box Slide Gate

This Pay Item shall include all labor, equipment, and material necessary to furnish and install the slide gate in the Junction Box. This pay item shall also include any concrete work required to make the lift mechanisms operate as the manufacturer intended.

Payment for this Pay Item shall be made at the unit price bid per slide gate installed on the Junction Box and ready for use.

SECTION 02960
TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes requirements for implementing a temporary pumping system for the purpose of diverting existing sewage flow around work area for duration of the project.

1.2 QUALITY ASSURANCE

- A. Follow national standards and as specified herein.
- B. Perform leakage and pressure tests on discharge piping using clean water, before operation. Notify Engineer 24 hours prior to testing.
- C. Maintain and inspect temporary pumping system every two hours. Responsible operator: on site when pumps are operating.
- D. Keep and maintain spare parts for pumps and piping on site, as required.
- E. Maintain adequate hoisting equipment and accessories on site for each pump.

1.3 SUBMITTALS

- A. Submit following Section 01330.
 - 1. Detailed plan and description of proposed pumping system. Indicate number, size, material, location and method of installation of suction and discharge piping, size of pipeline or conveyance system to be bypassed, staging area for pumps, site access point, and expected flow.
 - a. Size and location of manhole or access points for suction and discharge hose or piping.
 - b. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill, if buried.
 - c. Temporary pipe supports and anchoring required.
 - d. Thrust and restraint block sizes and locations.
 - e. Sewer plugging method and type of plugs.
 - f. Bypass pump sizes, capacity, number of each size to be on site and power requirements.
 - g. Backup pump, power and piping equipment.
 - h. Calculations of static lift, friction losses, and flow velocity. Pump curves showing pump operating range.

- i. Design plans and computation for access to bypass pumping locations indicated on drawings.
 - j. Calculations for selection of bypass pumping pipe size.
 - k. Method of noise control for each pump and/or generator.
 - l. Method of protecting discharge manholes or structures from erosion and damage.
 - m. Schedule for installation and maintenance of bypass pumping lines.
 - n. Procedures to monitor upstream mains for backup impacts.
 - o. Procedures for setup and breakdown of pumping operations.
 - p. Emergency plan detailing procedures to be followed in event of pump failures, sewer overflows, service backups, and sewage spillage.
 - 1) Maintain copy of emergency plan on site for duration of project.
- B. Submit following Section 01450.
- 1. Certify bypass system will meet requirements of codes, and regulatory agencies having jurisdiction.

1.4 CONTRACTORS RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. Schedule and perform work in manner that does not cause or contribute to incidence of overflows, releases or spills of sewage from sanitary sewer system or bypass operation.

1.5 DELIVERY AND STORAGE

- A. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following manufacturer's recommendations.
 - 1. Inspect all material and equipment for proper operation before initiating work.
- B. Material found to be defective or damaged due to manufacturer or shipment.
 - 1. When Engineer deems repairable: Repair as recommended by manufacturer.
 - 2. When Engineer deems not repairable: Replace as directed by Engineer before initiating work.
 - 3. Repair or replacement of defective or damaged material and equipment will be at no cost to Commission.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Discharge and Suction Pipes:
 - 1. Discharge piping: Determined according to flow calculations and system operating calculations.
 - 2. Suction piping: Determined according to pump size, flow calculations, and manhole depth following manufacturer's specifications and recommendations.

- B. Discharge and Suction Piping types shall be at the discretion of the Bypass Pumping Contractor. However, piping shall be able to handle the designed pressures or suction and be free of leaks.
- C. Valves and Fittings: Determined according to flow calculations, pump sizes previously determined, and system operating pressures.
- D. Plugs: Selected and installed according to size of line to be plugged, pipe and manhole configurations, and based on specific site.
 - 1. Additional plugs: Available in the event a plug fails. Plugs will be inspected before use for defects which may lead to failure.

2.2 EQUIPMENT

- A. Pumps.
 - 1. Fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in priming system.
 - 2. Electric or diesel powered.
 - 3. Constructed to allow dry running for long periods of time to accommodate cyclical nature of effluent flows.
- B. Provide.
 - 1. Necessary stop/start controls for each pump.
 - 2. One standby pump of each size maintained on site.
 - a. On-line, isolated from primary system by a valve.

2.3 DESIGN REQUIREMENTS

- A. Bypass pumping systems:
 - 1. Sufficient capacity to pump peak flow of 2,000 gpm.
 - 2. Suction Lift: 10-12'
 - 3. Discharge Head Difference: Approx 6'
 - 4. Operate 24 hours per day.
- B. Provide pipeline plugs and pumps of adequate size to handle peak flow, and temporary discharge piping to ensure total flow of main can be safely diverted around section to be repaired.

PART 3 EXECUTION

3.1 PREPARATION

- A. Determining location of bypass pipelines. Preliminary layout shown in plans.
 - 1. Minimal disturbance to existing utilities.
 - 2. Coordinate with Owner and Engineer on location.

3.2 INSTALLATION AND REMOVAL

- A. Provisions and requirements must be reviewed by Engineer before starting construction.
- B. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures at access location indicated on Drawings and as required to provide adequate suction conduit.
- C. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, remove in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. When working inside manhole or force main, exercise caution. Follow OSHA, Local, State and Federal requirements. Take required measures to protect workforce against sewer gases and/or combustible or oxygen-deficient atmosphere.
- E. During bypass pumping operation, protect sewer lines from damage inflicted by equipment.
- F. Upon completion of bypass pumping operations, remove piping, restore property to pre-construction condition and restore pavement, if required.

PART 4 MEASUREMENT AND PAYMENT

4.1 Payment for this shall be made at the Lump Sum bid price made in the Contract.

- End of Section -

SECTION 03000

STAINLESS STEEL SLIDE GATES

PART 1 GENERAL

1.1. SCOPE OF WORK

This section covers stainless steel slide gates with 4 sides sealing for submerged applications and their associated accessories for operation. The contractor shall furnish all labor, materials, equipment and incidentals required to install and field test the gates shown on the Contract Drawings and specified herein.

The Contractor shall obtain all equipment specified in this Section from one manufacturer to ensure proper coordination and functionality. The manufacturer shall have responsibility for performance and compatibility of the entire system. This does in no way relieve the Contractor for ultimate responsibility under this Contract for equipment, coordination, installation, operation and guarantee.

The Contract Drawings are for the purpose of guidance and to show functional features and required external connections. They do not necessarily show all components necessary to accomplish the desired results nor do they necessarily show all components required to interface with the equipment. The Contractor shall provide all parts, equipment, and devices necessary to meet the functional requirements of the system.

1.2. REFERENCES

- A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
 - 1. American Water Works Association (AWWA C561)
 - 2. American National Standards Institute (ANSI)
 - 3. American Society for Testing and Materials (ASTM)

1.3. SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. The slide gates shall be manufactured in accordance with the latest version of AWWA C561, and shall be constructed of stainless steel (ASTM 304L or 316L).
 - 2. Liberal safety factors will be used in the design of all equipment. Working stresses will not exceed the lower value of one half of the yield strength or one fourth of the ultimate strength of the material, whichever is less. The slide gates and appurtenances shall be designed for installation in the structures as shown on the plans.

1.4. SUBMITTALS

- A. For approval: Submit the following shop drawings for approval:
 - 1. Manufacturer's information, specifications, and data showing dimensions, materials of construction, and weight of all major items of equipment.
 - 2. Installation diagrams showing location, arrangement, and size of all fasteners required for the equipment.
 - 3. Setting drawings, templates, and instructions for installation of frames, thimbles, etc.
 - 4. Certification that all components were designed based upon the maximum seating and unseating heads described herein.
- B. Upon completion of installation, submit a digital copy of the Operation and Maintenance Manual for this equipment. A final copy of this manual shall be approved by the Engineer prior to distribution and as a minimum shall contain the following:
 - 1. Operational and maintenance manuals shall include all approved shop drawings associated with this Section, complete instructions for installation, and parts list for all components.
 - 2. Include a list and frequency of specific maintenance activities.

1.5. DELIVERY

The manufacturer shall use due and customary care in preparing the gates and accessories for shipment. Self contained frame gates shall be shipped assembled with stem and manual operator. When shipping several gates together, every item shipped separately must be clearly marked to the gate it belongs to.

1.6. WARRANTY

The slide gates and manual operating accessories shall be covered by a five (5) year warranty from the manufacturer against defects in materials, design and workmanship. The warranty period will start from the date of delivery of the equipment to the installation site.

PART 2 PRODUCTS

2.1. MANUFACTURERS

- A. Provide slide gates as manufactured by the following:
 - 1. Hydro Gate (a Mueller Division)
 - 2. A pre-approved equal.
 - a. Proposed equals shall be submitted to the Engineer and Owner a minimum of 7 days prior to the bid date for review and approvals prior to bidding.

2.2. EQUIPMENT MATERIALS

- A. All slide gates shown on the plans and listed in the specifications shall conform in all respects to the latest version of AWWA C561, with the noted changes and additions: Materials used in construction of slide gates and appurtenances will be best suited for the application and will conform to the following specifications:
 - 1. Frame, Slide, Reinforcing Members and Self-contained Yoke (as required): Stainless Steel, ASTM A240/A240M, Type 304L or 316L.
 - 2. Stems and retainer bars: Stainless Steel, ASTM A276, Type 304 or 316.
 - 3. Fasteners: Stainless Steel, ASTM F593/F594, Alloy Group 1 or 2 (Type 304 or 316).
 - 4. Invert seals and compression load pad: Neoprene or EPDM, ASTM D2000, 60 Durometer.
 - 5. Side seal: Ultra High Molecular Weight (UHMW) Polymer, ASTM D4020.
 - 6. Top wedges: Stainless Steel, ASTM A351-CF8M, Type 304 or 316
 - 7. Pedestals, Wall Brackets and Stem Guide Brackets: Cast Iron, ASTM A126, Class B or Stainless Steel, ASTM A276, Type 304 or 316.
 - 8. Stem Guide Bushings: Silicon Bronze, ASTM B584, Alloy 873 or Ultra High Molecular Weight (UHMW) Polymer, ASTM D4020
- B. Gate frame shall be flat back, embedded or channel mount as shown in the "Gate Schedule." Spigot-back frames are not acceptable. The frame shall be an integral unit of brake form and structural shapes, rigidly assembled to form the waterway openings. Holes shall be provided for mounting on anchor bolts. Seats and seals shall be secured to the frame in a manner to insure they will remain in place, free from distortion or loosening during the life of the gate. Seat contact pressure shall not exceed 600psi at the design head.
- C. Gate slide shall conform to the safety factors stated under "General", but shall, in no case, be less than 1/4 inch thick. Deflection under full head shall be limited to 1/720 of the span. The stem connector clips or stem block pocket shall be welded to the slide. Gates over 24" wide shall have adjustable top wedges in order to prevent deflection in the slide resulting from over closure.
- D. Flush Bottom: Slide gates shall incorporate a flush-bottom seal that is mechanically fastened to the bottom frame invert member. The seal shall be of the materials shown in "Materials of Construction." Press fit seals are not acceptable.

- E. Side Seals: UHMW seals shall be provided as specified in the "Gate Schedule." Seals shall be securely fastened to the frame with formed stainless steel retainers and shall be replaceable and adjustable without removing the gate from the installed position. A compression load pad shall be set behind the UHMW seal to allow for a self-adjusting seal system. The face of the UHMW guide that is in contact with the cover bar shall have a machined or extruded groove, in order to create a raised surface on each side, to allow for secondary adjustment of the seal clamp force.
- F. Yoke: Self-contained gates shall be provided with a yoke designed to withstand the thrust of the operator. Yoke deflection shall not exceed 1/360 of the gate width or a maximum of ¼ inch, whichever is less at maximum operating load. The yoke head channels shall be welded to the gate frame. The channels shall be sufficiently spaced to allow removal of the gate slide.
- G. The operating stem shall be of a size to safely withstand, without buckling or permanent distortion, the stresses induced by normal operating forces. In addition, the stem shall be designed to transmit in compression at least 2 times the rated output of the floor stand or bench stand with a 40-pound effort on the crank or handwheel. The threaded portion of the stem will have cold rolled threads of the double lead Acme type. Stainless Steel couplings, threaded and keyed to the stems, will join stems of more than one section. All threaded and keyed couplings of the same size will be interchangeable. Manually operated, rising stem type gates will be provided with an adjustable stop collar on the stem to prevent over-opening of the gate.
- H. Gates 48 inch and wider and having widths greater than twice their height shall be provided with two operators connected by a tandem shaft for simultaneous operation.
- I. Stem guides will be split collar bronze type, mounted on cast iron brackets to allow for installation after the stem is placed. They will be adjustable in two directions and will be spaced at sufficient intervals to adequately support the stem. The inside diameter of the guide shall be 1/8 inch to 1/4 inch larger than the outside diameter of the stem. Stem guide spacing will not exceed an L/r ratio of 200.
- J. Manually operated lifts shall be geared crank type as shown in the plans. Lifts shall operate the gate with a maximum pull of 40 lb on the crank. Crank shall be located approximately 36 in. above grating or walkway. All lifts shall have thrust bearings, bronze lift nuts, and a bronze stop nut to limit the downward travel of the stem and slide. All geared lifts shall have cast or ductile iron housings and cast or fabricated pedestals. All lifts shall be rising stem type if possible. Lifts shall be grease lubricated and regreasable through grease zerks. Oil bath lifts are not acceptable.
- K. A clear, polycarbonate plastic stem cover and indicator shall be provided on each slide gate operator. Stem indication shall be provided to denote gate level. A cast aluminum adaptor shall be used to mount the cover to the lift or operator. The covers shall be capped, vented, and of sufficient length to allow full travel of the gate.

2.3. FINISHES

- A. The gate manufacturer shall be responsible for shop prime and finish painting of all cast iron and steel accessories supplied under this contract. All coatings shall conform to VOC Emission Regulations in effect at the manufacturing location and at the project site to allow touch up or recoating to be performed with the same products.
- B. Submerged surfaces shall be cleaned to SSPC SP10, dry, and grease-free prior to painting in conformance with the paint manufacturer's instructions. Non-submerged surfaces shall be cleaned to SSPC SP6.
- C. Stainless steel gates and accessories shall not be painted.
- D. All cast iron and steel accessories shall receive a primer and finished coat with a high-solids epoxy coat or approved equal

- E. for potable water use. Primer and finished coats shall be applied in the manufacturer's shop.
- F. Where required by application, the coating shall be approved for contact with drinking water by the NSF, EPA, or other appropriate governing agencies. Number of coats, mil thickness, and surface preparation shall be in accordance with the paint manufacturer's recommendations for that application.
- G. Coating for all cast iron and steel accessories shall be Ameron Amerlock 400, medium gray color.

2.4. SHOP TESTING

- A. The completely assembled gate will be shop inspected for proper seating. Seals shall be adjusted to exclude a 0.004 inch thickness gauge between the seating surfaces. The slide gate shall be shop-operated from the fully open to the fully closed position to verify the assembly is workable.

PART 3 EXECUTION

3.1. INSTALLATION

- A. The slide gate equipment and appurtenances shall be installed in accordance with the Installation Manual furnished by the gate manufacturer. Extreme care should be used in handling, storage, and installation of this equipment to prevent damage or distortion of the equipment and to insure proper performance.

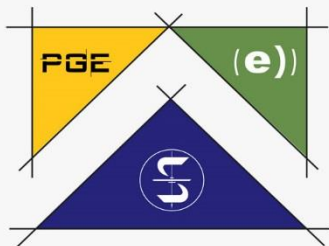
3.2. FIELD QUALITY CONTROL

- A. Field testing shall be performed after installation of the equipment. The field testing shall demonstrate the following:
 - 1. The equipment has been properly installed in accordance with manufacturer's instructions and recommendations.
 - 2. The equipment has been installed in the specified location and orientation or as shown on the Contract Drawings.
 - 3. The equipment has been aligned.
 - 4. There are no mechanical defects in any of the parts.
 - 5. The slide gates shall undergo a leakage test following installation. The leakage test shall be in accordance with the latest version of AWWA C561.

- END OF SECTION -



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ESTIMATED QUANTITIES		
ITEM	DESCRIPTION - BASE BID	EST. QUANTITY
1	MOBILIZATION	1 LS
2	BASE BID BYPASS PUMPING	1 LS
3	SCREW PUMP SLIDE GATES	3 EA
4	CLARIFIER INFLUENT STRUCTURE SLIDE GATES	2 EA
	DESCRIPTION - ALTERNATE #1 (ALT #1)	
ALT-1	ALTERNATE #1 MOBILIZATION (REPLACES BASE BID ITEM #1)	1 LS
ALT-2	ALTERNATE #1 BYPASS PUMPING (REPLACES BASE BID ITEM #2)	1 LS
ALT-5	JUNCTION BOX SLIDE GATE	1 EA

GENERAL NOTES

IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.

IT IS THE RESPONSIBILITY OF THE ENGINEER DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS, OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROJECT. IF, IN THE OPINION OF THE CITY, THE MODIFICATIONS PROPOSED BY THE ENGINEER, TO THE APPROVED PLANS, INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE ENGINEER SHALL BE RESPONSIBLE FOR RESUBMITTING THE REVISED PLANS TO THE CITY FOR APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE PROJECT. ANY IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS, OR THE APPROVED REVISED PLANS, SHALL BE REMOVED AND RECONSTRUCTED ACCORDING TO THE APPROVED PLANS.

ANY CONSTRUCTION DEBRIS OR MUD TRACKING ONTO THE PUBLIC RIGHT OF WAY, RESULTING FROM THE PROJECT, SHALL BE REMOVED IMMEDIATELY, BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATION, OR EXCESSIVE PAVEMENT FAILURE CAUSED BY THE FAILURE, AND SHALL PROPERLY BARRICADE THE SITE UNTIL CONSTRUCTION IS COMPLETE. FAILURE BY THE CONTRACTOR, TO CORRECT ANY OF THE ABOVE WITHIN 48 HOURS OF WRITTEN NOTICE, BY THE CITY, SHALL CAUSE THE CITY TO ISSUE A STOP WORK ORDER (RED TAG) AND/OR DO THE WORK AND MAKE A CLAIM AGAINST THE PROJECTS LETTER OF CREDIT FOR ANY COSTS INCURRED BY THE CITY.

THE CONTRACTOR SHALL BE SOLELY, AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT, AND ADJACENT TO THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, DURING THE PERFORMANCE OF THE WORK, THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS, THE DUTY OF THE CITY TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY LOCATIONS AT LEAST 48 HOURS (2 BUSINESS DAYS) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. FOR INFORMATION CONTACT DIGGERS HOTLINE: 1-800-331-5666. THE CONTRACTOR SHALL FIELD VERIFY SIZE, HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO ANY CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND TESTING AGENCY AT LEAST 24 HOURS PRIOR TO THE DESIRED INSPECTION.

THE CONTRACTOR SHALL HAVE IN HIS/HER POSSESSION AT ALL TIMES AT LEAST ONE COPY OF THE PLANS APPROVED BY THE CITY.

THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

LEGEND

SYMBOL

MANHOLE

EXISTING



BYPASS PUMPING PIPE

12" SANITARY SEWER

24" SANITARY SEWER

30" SANITARY SEWER

CONCRETE

12SAN

24SAN

30SD

PROPOSED

SAN

ABBREVIATIONS

ALT	ALTERNATE
AUX	AUXILIARY
BB	BACK TO BACK
BDC	BEGIN DROP CURB
BL	BURY LINE
BOP	BEGINNING OF PROJECT
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CY	CUBIC YARDS
D	DEGREE OF CURVATURE
DC	TOP OF DROP CURB
DIA	DIAMETER
E	EAST,EASTING
EA	EACH
EDC	END DROP CURB
EL,ELEV	ELEVATION
FES	FLARED END SECTION
FL	FLOW LINE
FT	FEET, FOOT
HOR	HORIZONTAL
IE	INVERT ELEVATION
LBS	POUNDS
LF	LINEAL FEET
LIN	LINEAL
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
N	NORTH,NORTHING
OC	ON CENTER
OFF	OFFSET
P.C.	PORTLAND CEMENT
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PREP	PREPARATION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R,RAD	RADIUS
RCCP	REINFORCED CONCRETE CULVERT PIPE
RE:	REFERENCE
REINF	REINFORCE,REINFORCING
RGSV	RESILIENT SEATED GATE VALVE
ROW	RIGHT OF WAY
RT	RIGHT
SQ	SQUARE
STA	STATION
SY	SQUARE YARDS
T	TANGENT
TC	TOP OF CURB
TEMP	TEMPORARY
TP	TOP OF PAVEMENT
TW	TOP OF SIDEWALK
TYP	TYPICAL
VER	VERTICAL
VO	VERTICAL OPERATING
VPI	VERTICAL POINT OF INTERSECTION
YDS	YARDS



M. C. SCHAFF & ASSOCIATES, INC.

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SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS

PLANNERS

DESIGNERS

LAND SURVEYORS

PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: SCOTTSBLUFF WWTF

SLIDE GATES PROJECT

SCOTTSBLUFF, NE

LEGEND

CITY OF SCOTTSBLUFF

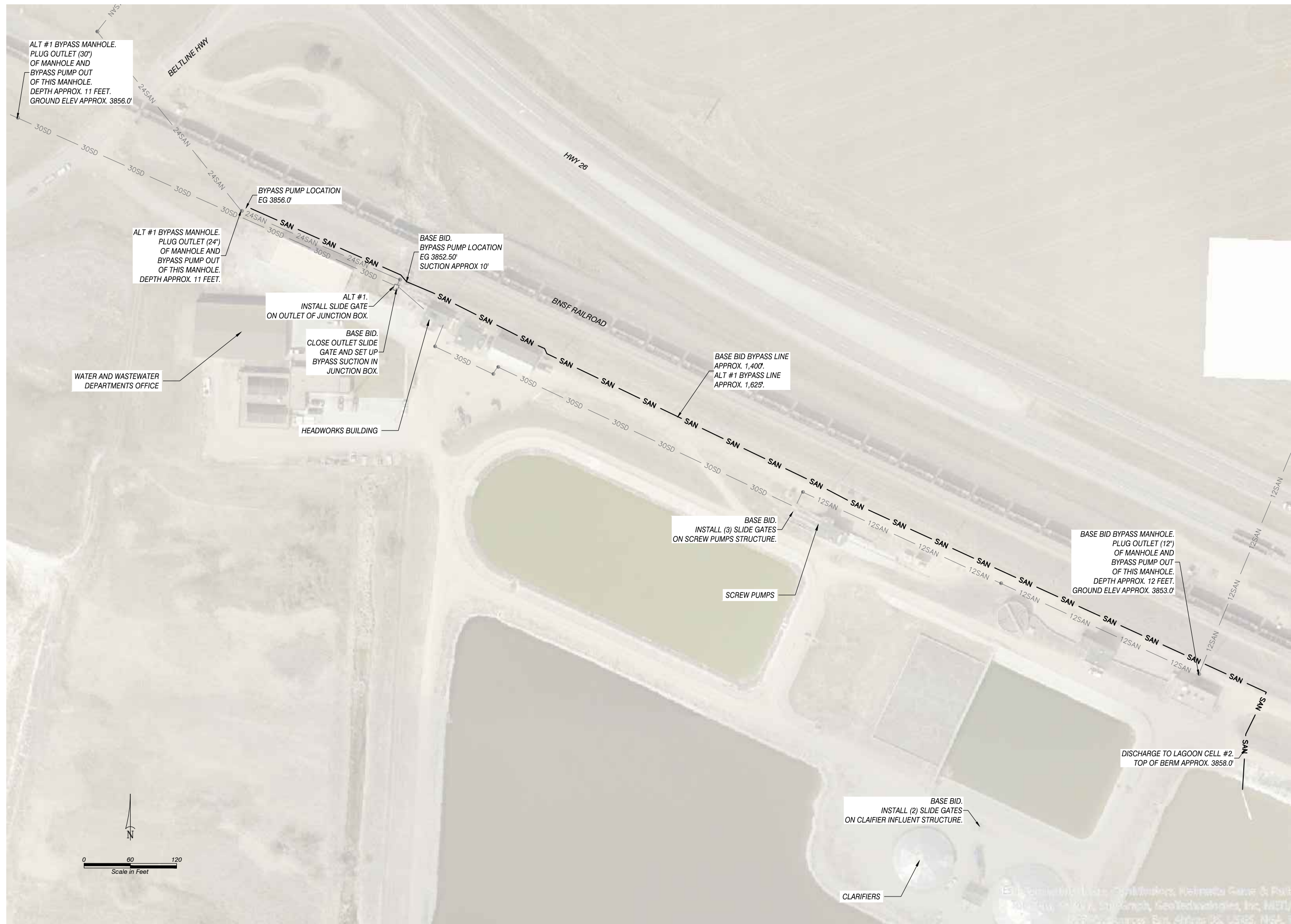
PROJECT NUMBER: RM240056-00
PROJECT DATE: 5-9-24
PROJECT MGR: MO
PROJECT TEAM: DS



DATE	REVISION

SHEET 2 OF 6

LEG-1



M. C. SCHAFF & ASSOCIATES, INC.

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ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS

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PROJECT: SCOTTSBLUFF WWTF

SLIDE GATES PROJECT

SCOTTSBLUFF, NE

SITE PLAN

CLIENT: CITY OF SCOTTSBLUFF

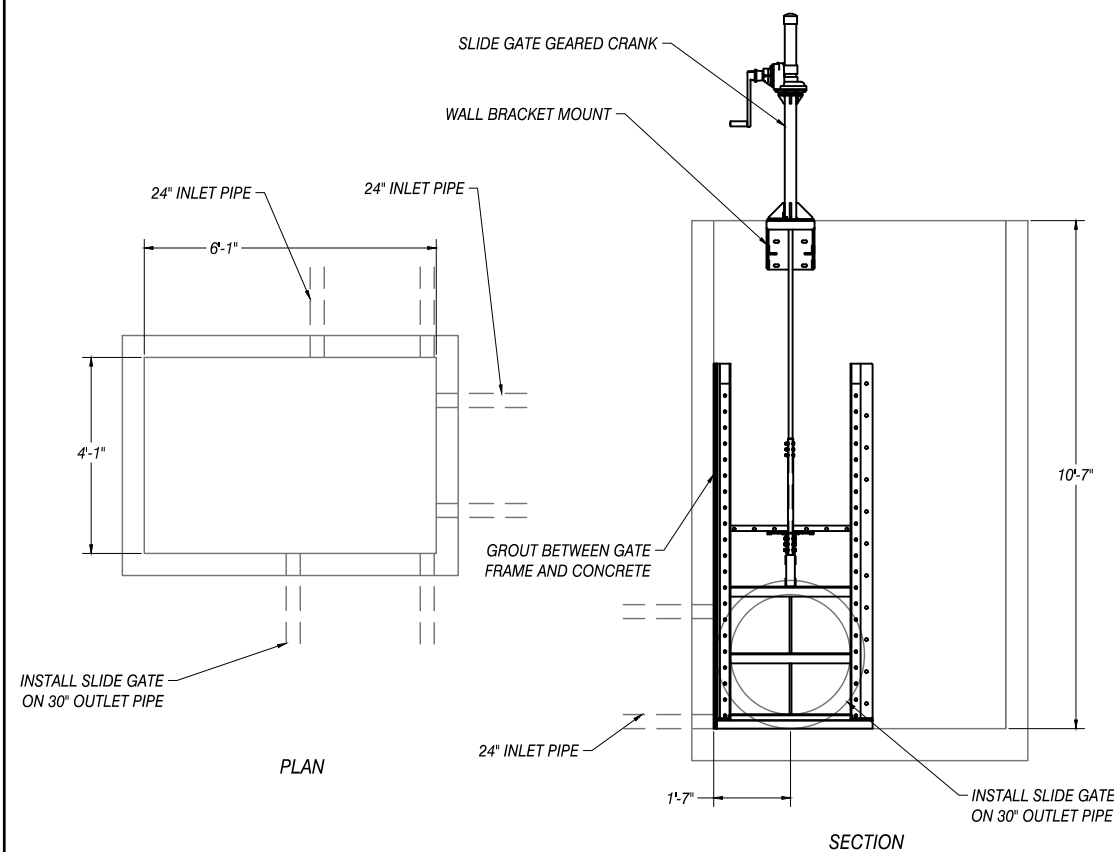
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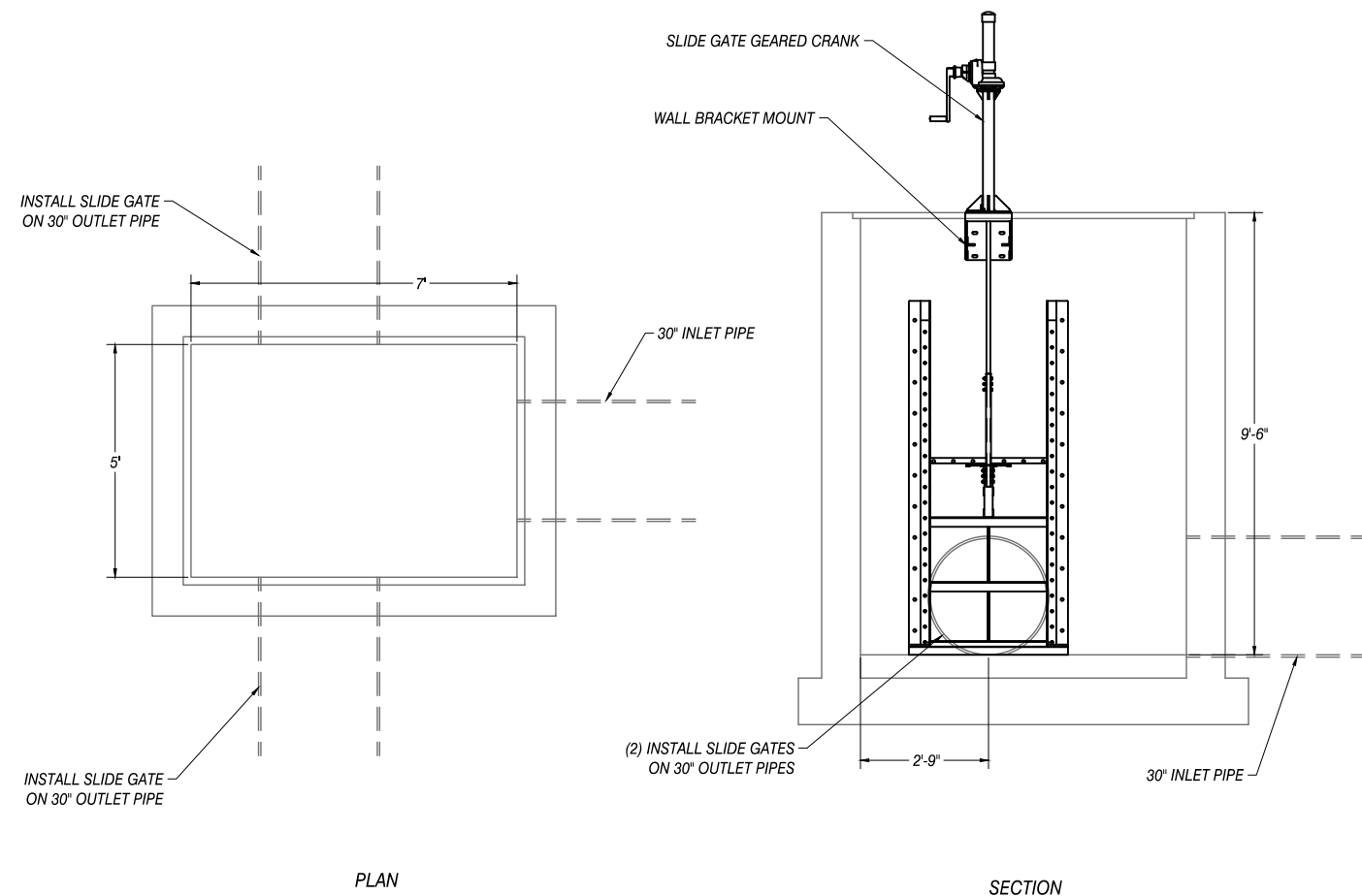
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SHEET 3 OF 6

S-1



JUNCTION BOX SLIDE GATE



CLARIFIER INFLUENT STRUCTURE SLIDE GATES



M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

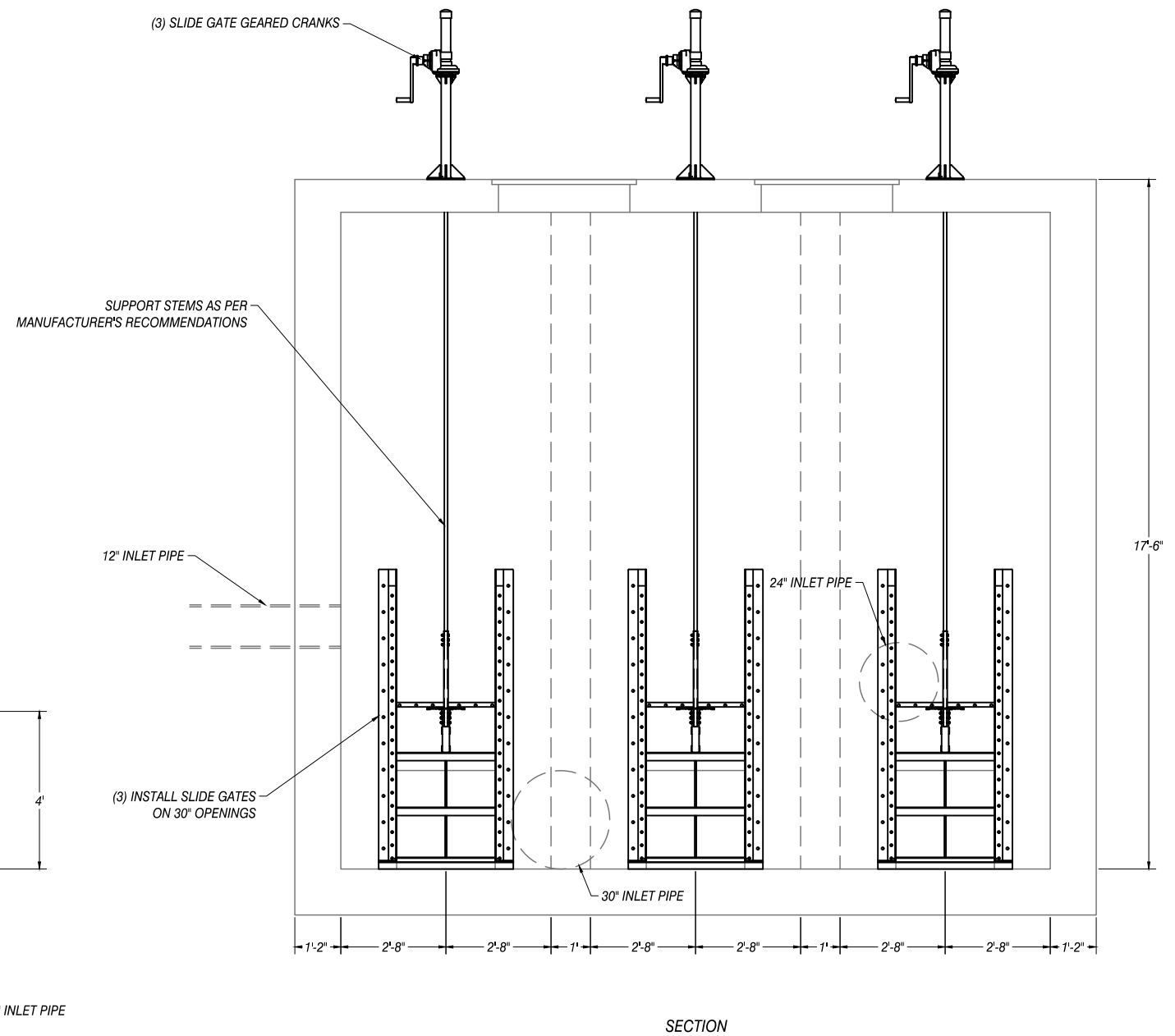
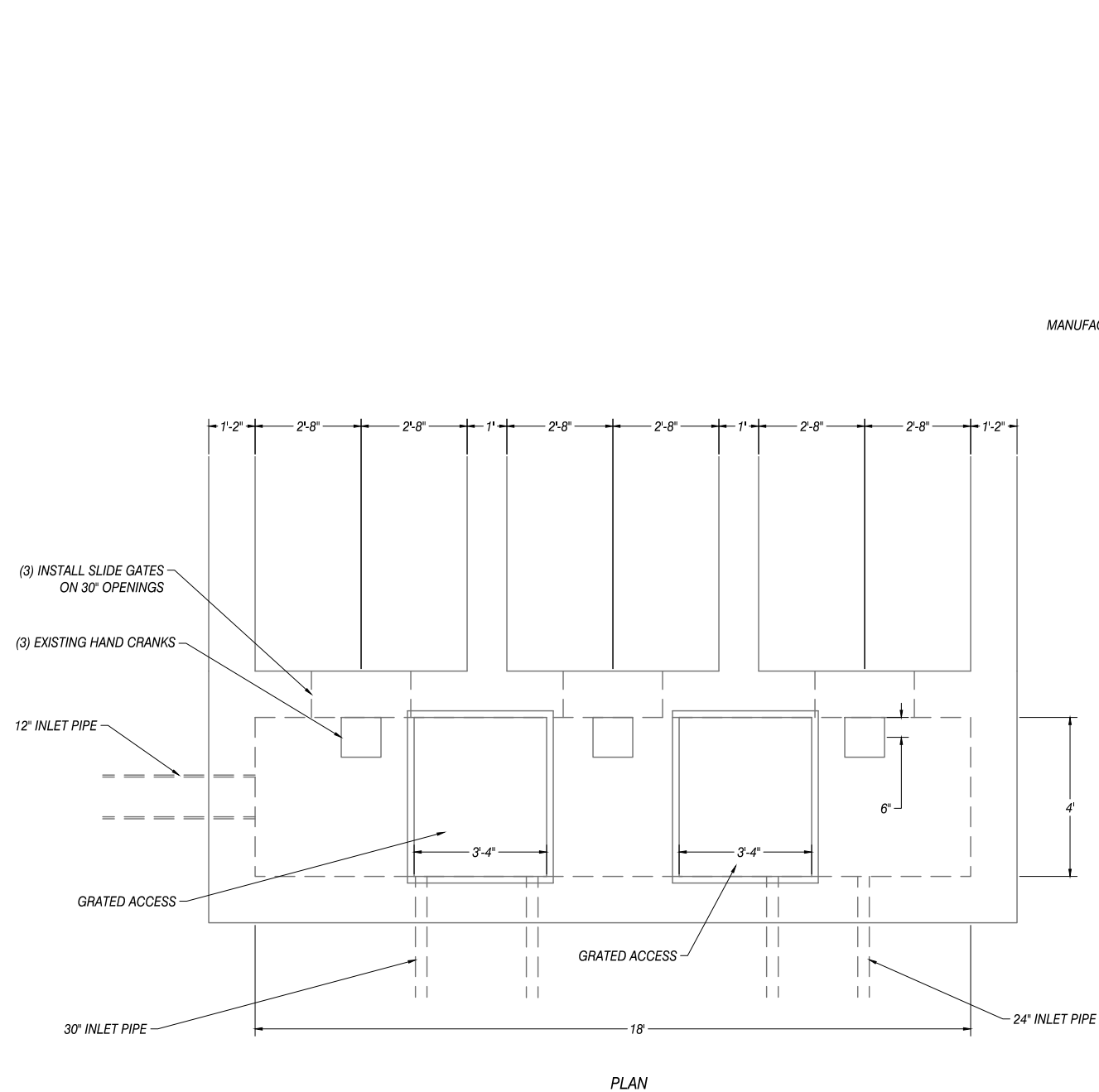
PROJECT: SCOTTSBLUFF WWTF
SLIDE GATES PROJECT
SCOTTSBLUFF, NE
SLIDE GATES DETAILS

CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER:	RM240056-00
PROJECT DATE:	5-9-24
PROJECT MGR:	MO
PROJECT TEAM:	DS



DATE	REVISION

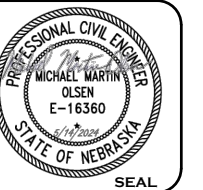


SCREW PUMPS STRUCTURE SLIDE GATES

PROJECT: SCOTTSBLUFF WWTF
 SLIDE GATES PROJECT
 SCOTTSBLUFF, NE
 SLIDE GATES DETAILS

CLIENT: CITY OF SCOTTSBLUFF

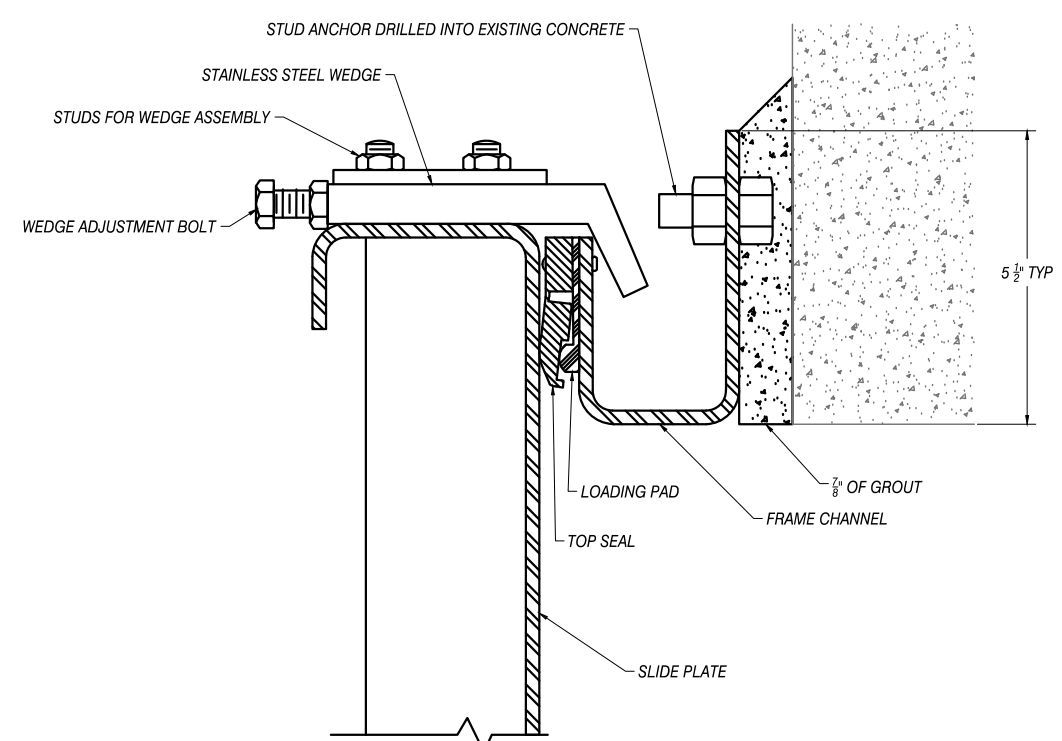
PROJECT NUMBER:
 RM240056-00
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 5-9-24
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 DS



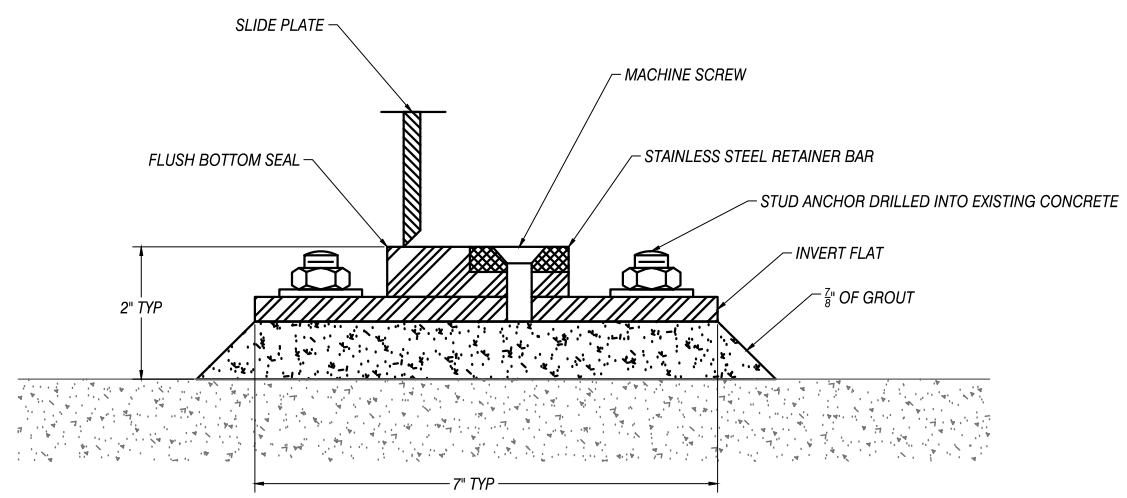
DATE	REVISION

SHEET 5 OF 6

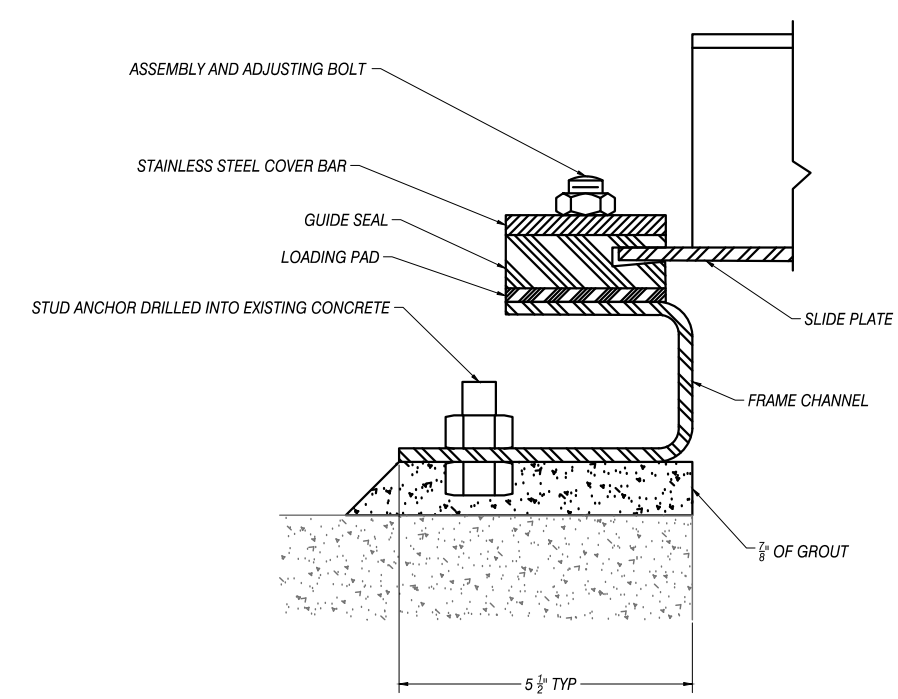
D-2



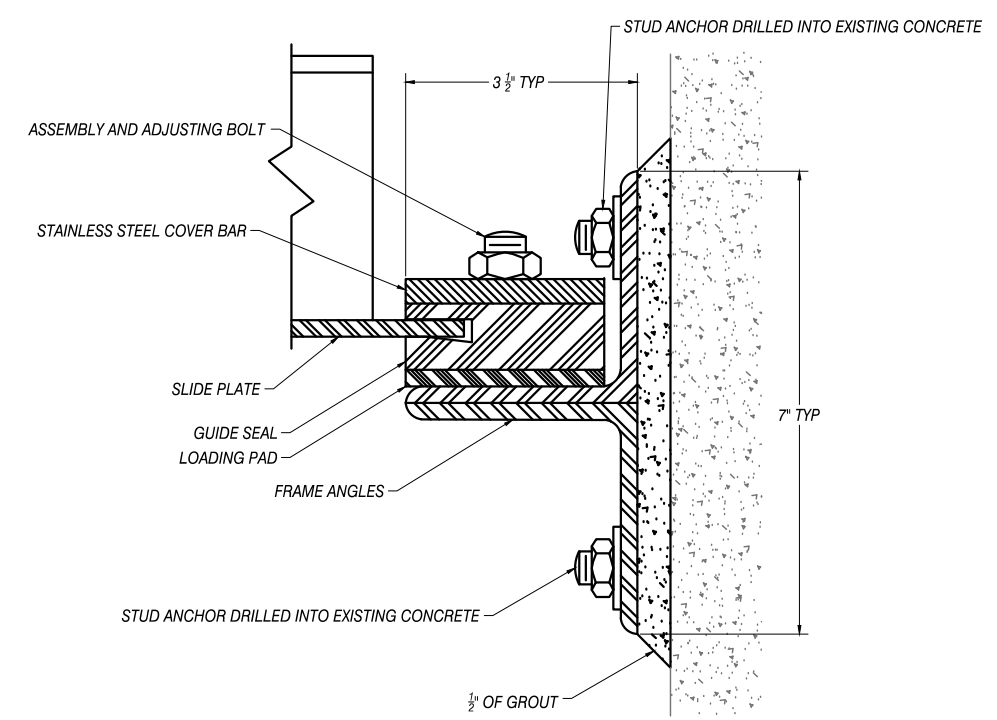
TYPICAL TOP SECTION
ALL GATES



TYPICAL BOTTOM SECTION
ALL GATES



TYPICAL SIDE SECTION
ALL GATES EXCEPT NORTH SIDE OF JUNCTION BOX



TYPICAL SIDE SECTION FOR CHANNEL MOUNT
NORTH SIDE OF JUNCTION BOX GATE

GENERAL MOUNTING DETAILS

NTS

THESE DETAILS ARE GENERAL TO SHOW INTENT OF INSTALLATION. DETAILS MAY VARY SLIGHTLY DUE TO SPECIFIC MANUFACTURER'S RECOMMENDED INSTALLATION.

M. C. SCHAFF & ASSOCIATES, INC.
 818 SOUTH BELTLINE HIGHWAY EAST
 SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
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PROJECT: SCOTTSBLUFF WWTF
 SLIDE GATES PROJECT
 SCOTTSBLUFF, NE
 SLIDE GATES DETAILS

CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER: RM240056-00
PROJECT DATE: 5-9-24
PROJECT MGR: MO
PROJECT TEAM: DS



DATE	REVISION

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 7.e

Council to consider and take action on claims of the City.

Staff Contact: Lane Kizzire



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Vendor: 08144 - AE SERVICES, LLC		
Fund: 215 - SPECIAL PROJECTS		
HAILSTORM	INSURED REPAIRS/REPLACE	18,916.60
Fund 215 - SPECIAL PROJECTS Total:		18,916.60
Vendor 08144 - AE SERVICES, LLC Total:		18,916.60
Vendor: 07593 - AIRPORT DEVELOPMENT,LLC		
Fund: 321 - CRA		
TIF - AIRPORT REDEV 5-28-24	TIF PASS THRU - INTEREST	7,983.01
Fund 321 - CRA Total:		7,983.01
Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total:		7,983.01
Vendor: 10212 - AKAJRV 314, LLC		
Fund: 321 - CRA		
TIF - AKAJRV 5-28-24	TIF PASS THRU - PRINCIPAL	147.39
TIF - AKAJRV 5-28-24	TIF PASS THRU - INTEREST	22,657.14
Fund 321 - CRA Total:		22,804.53
Vendor 10212 - AKAJRV 314, LLC Total:		22,804.53
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	244.51
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	73.73
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.10
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	40.52
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.79
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	188.25
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	334.60
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,235.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	443.66
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	202.33
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	31.27
Fund 111 - GENERAL Total:		2,992.40
Fund: 212 - STREETS		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	460.72
Fund 212 - STREETS Total:		460.72
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	75.16
Fund 213 - CEMETERY Total:		75.16
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	104.84
Fund 224 - ECONOMIC DEVELOPMENT Total:		104.84
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	170.86
Fund 621 - ENVIRONMENTAL SERVICES Total:		170.86
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	157.77
Fund 631 - WASTEWATER Total:		157.77
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	154.86
Fund 641 - WATER Total:		154.86

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	36.77
Fund 661 - STORMWATER Total:		36.77
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	36.33
Fund 721 - GIS SERVICES Total:		36.33
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,189.71
Vendor: 03936 - ANDERSON FORD INC		
Fund: 218 - PUBLIC SAFETY		
CIP-PATROL CARS-PD	EQUIPMENT	47,339.00
CIP-PATROL CARS-PD	EQUIPMENT	47,339.00
Fund 218 - PUBLIC SAFETY Total:		94,678.00
Vendor 03936 - ANDERSON FORD INC Total:		94,678.00
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 661 - STORMWATER		
Structural tree pruning in park...CONTRACTUAL SERVICES		1,825.00
Fund 661 - STORMWATER Total:		1,825.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		1,825.00
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	2,172.40
Building Maintenance-REC	BUILDING MAINTENANCE	538.30
Building Maintenance-REC	BUILDING MAINTENANCE	10,750.43
Fund 111 - GENERAL Total:		13,461.13
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:		13,461.13
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	43.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	33.50
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
Misc.	DEPARTMENT SUPPLIES	97.50
Misc.	BUILDING MAINTENANCE	226.00
Fund 111 - GENERAL Total:		464.00
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	43.00
SUPP - WATER	DEPARTMENT SUPPLIES	43.00
Fund 212 - STREETS Total:		86.00
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	33.50
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
Fund 621 - ENVIRONMENTAL SERVICES Total:		116.26
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Fund 631 - WASTEWATER Total:		14.50
Vendor 00295 - B & H INVESTMENTS, INC Total:		680.76

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Vendor: 09772 - BERNHARDT JUSTIN		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	EQUIPMENT MAINTENANCE	107.00
Fund 631 - WASTEWATER Total:		107.00
Vendor 09772 - BERNHARDT JUSTIN Total:		107.00
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
GROUND MAINT PARK	BUILDING MAINTENANCE	598.48
GROUND MAINT PARK	BUILDING MAINTENANCE	436.01
Fund 111 - GENERAL Total:		1,034.49
Vendor 10311 - BEST PLUMBING HEATING & COOLING Total:		1,034.49
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	167.09
Monthly Energy Bill	HEATING FUEL	86.99
Monthly Energy Bill	HEATING FUEL	41.43
Monthly Energy Bill	HEATING FUEL	86.99
Monthly Energy Bill	HEATING FUEL	118.90
Monthly Energy Bill	HEATING FUEL	141.09
Monthly Energy Bill	HEATING FUEL	40.30
Monthly Energy Bill	HEATING FUEL	84.00
Fund 111 - GENERAL Total:		766.79
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	544.44
Fund 212 - STREETS Total:		544.44
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	146.44
Fund 621 - ENVIRONMENTAL SERVICES Total:		146.44
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	162.30
Fund 641 - WATER Total:		162.30
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,619.97
Vendor: 10426 - BLOSSOM SHOP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	188.00
Fund 111 - GENERAL Total:		188.00
Vendor 10426 - BLOSSOM SHOP Total:		188.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	224.72
EQUIP MAINT COPIER ADM	EQUIPMENT MAINTENANCE	179.83
Fund 111 - GENERAL Total:		404.55
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	35.02
Fund 212 - STREETS Total:		35.02
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		439.57
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	6.46
Fund 631 - WASTEWATER Total:		6.46
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		6.46
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
MAY CELLULAR DATA	CELLULAR PHONE	275.73

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
CELL PHONES-PD	PHONE & INTERNET	1,590.56
Fund 111 - GENERAL Total:		1,866.29
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,866.29
Vendor: 00367 - CITY OF SCB		
Fund: 641 - WATER		
PETTY CASH	DEPARTMENT SUPPLIES	25.45
PETTY CASH	LICENSE/PERMITS	17.00
Fund 641 - WATER Total:		42.45
Vendor 00367 - CITY OF SCB Total:		42.45
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	240.30
Fund 111 - GENERAL Total:		240.30
Vendor 01976 - CLARK PRINTING LLC Total:		240.30
Vendor: 10535 - COLUMN SOFTWARE PBC		
Fund: 111 - GENERAL		
PUBLISHING	LEGAL PUBLICATIONS	611.25
PUBLISHING	LEGAL PUBLICATIONS	28.46
Fund 111 - GENERAL Total:		639.71
Vendor 10535 - COLUMN SOFTWARE PBC Total:		639.71
Vendor: 10354 - CORNERSTONE BANK		
Fund: 321 - CRA		
TIF - E 26 FUEL STATION 5-28-... TIF PASS THRU - INTEREST		28,300.51
TIF - W 26 FUEL STATION 5-28-... TIF PASS THRU - INTEREST		7,593.75
Fund 321 - CRA Total:		35,894.26
Vendor 10354 - CORNERSTONE BANK Total:		35,894.26
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.98
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	4.20
Monthly Long Distance	PHONE & INTERNET	24.96
Monthly Long Distance	PHONE & INTERNET	6.09
Monthly Long Distance	PHONE & INTERNET	2.37
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		47.53
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.69
Fund 212 - STREETS Total:		6.69
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	0.94
Fund 213 - CEMETERY Total:		0.94
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 224 - ECONOMIC DEVELOPMENT Total:		0.47
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	6.26
Fund 621 - ENVIRONMENTAL SERVICES Total:		6.26
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.01
Fund 631 - WASTEWATER Total:		2.01

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 641 - WATER Total:	1.89
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	6.99
	Fund 661 - STORMWATER Total:	6.99
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 721 - GIS SERVICES Total:	0.47
	Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	73.25
Vendor: 10369 - DATA443 RISK MITIGATION INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	597.31
	Fund 111 - GENERAL Total:	597.31
	Vendor 10369 - DATA443 RISK MITIGATION INC Total:	597.31
Vendor: 09345 - ELIZABETH LOUTZENHISER		
Fund: 111 - GENERAL		
FY 23 AUDIT	AUDIT	1,522.50
	Fund 111 - GENERAL Total:	1,522.50
Fund: 212 - STREETS		
FY 23 AUDIT	AUDIT	1,600.00
	Fund 212 - STREETS Total:	1,600.00
Fund: 224 - ECONOMIC DEVELOPMENT		
FY 23 AUDIT	AUDIT	1,700.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	1,700.00
Fund: 621 - ENVIRONMENTAL SERVICES		
FY 23 AUDIT	AUDIT	1,900.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	1,900.00
Fund: 631 - WASTEWATER		
FY 23 AUDIT	AUDIT	1,900.00
	Fund 631 - WASTEWATER Total:	1,900.00
Fund: 641 - WATER		
FY 23 AUDIT	AUDIT	1,900.00
	Fund 641 - WATER Total:	1,900.00
	Vendor 09345 - ELIZABETH LOUTZENHISER Total:	10,522.50
Vendor: 09927 - FARMERS STATE BANK		
Fund: 321 - CRA		
TIF - ELITE HEATH 5-28-24	TIF PASS THRU - INTEREST	4,919.74
	Fund 321 - CRA Total:	4,919.74
	Vendor 09927 - FARMERS STATE BANK Total:	4,919.74
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 212 - STREETS		
NEW TIRE FOR GRADER	EQUIPMENT MAINTENANCE	1,293.23
	Fund 212 - STREETS Total:	1,293.23
	Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	1,293.23
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	736.99
	Fund 641 - WATER Total:	736.99
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	736.99
Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA		
Fund: 321 - CRA		
TIF - REGANIS 5-28-24	TIF PASS THRU - PRINCIPAL	7,490.15

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
TIF - REGANIS 5-28-24	TIF PASS THRU - INTEREST	12,172.45
Fund 321 - CRA Total:		19,662.60
Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total:		19,662.60
Vendor: 10547 - FIRST NATL BANK OF OMAHA		
Fund: 321 - CRA		
TIF - KERSCH POWERHOUSE 5-28-24	TIF PASS THRU - INTEREST	307.78
Fund 321 - CRA Total:		307.78
Vendor 10547 - FIRST NATL BANK OF OMAHA Total:		307.78
Vendor: 10436 - FIRST STATE BANK - GOTHENBURG		
Fund: 321 - CRA		
TIF - YOLO CARWASH 5-28-24	TIF PASS THRU - INTEREST	738.23
Fund 321 - CRA Total:		738.23
Vendor 10436 - FIRST STATE BANK - GOTHENBURG Total:		738.23
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:		1,000.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	4,015.35
Fund 641 - WATER Total:		4,015.35
Vendor 04371 - HAWKINS, INC. Total:		4,015.35
Vendor: 10439 - HD SUPPLY INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	799.39
Fund 631 - WASTEWATER Total:		799.39
Vendor 10439 - HD SUPPLY INC Total:		799.39
Vendor: 10273 - HIGH PLAINS SPAS & RECREATION		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	1,144.49
Fund 111 - GENERAL Total:		1,144.49
Vendor 10273 - HIGH PLAINS SPAS & RECREATION Total:		1,144.49
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	27,344.00
Fund 631 - WASTEWATER Total:		27,344.00
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		27,344.00
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,492.39
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,499.07
WITHHOLDINGS	FICA W/H EE PAYABLE	16,646.59
WITHHOLDINGS	FICA W/H EE PAYABLE	16,618.04
WITHHOLDINGS	FED W/H EE PAYABLE	26,213.21
Fund 713 - CASH & INVESTMENT POOL Total:		68,469.30
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		68,469.30
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
ANTIVIRUS SERVICE 4/1/24-3/...	CONTRACTUAL SERVICES	1,800.00
ANTIVIRUS SERV - PD 4/1/24-...	CONTRACTUAL SERVICES	1,680.00
ANTIVIRUS SERV - LIB 4/1/24-...	CONTRACTUAL SERVICES	520.00
Fund 111 - GENERAL Total:		4,000.00
Vendor 08525 - INTRALINKS, INC Total:		4,000.00

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Vendor: 06264 - J & A TRAFFIC PRODUCTS, LLC		
Fund: 212 - STREETS		
4 SIGNAL WORK AHEAD SIGNS	DEPARTMENT SUPPLIES	290.00
Fund 212 - STREETS Total:		290.00
Vendor 06264 - J & A TRAFFIC PRODUCTS, LLC Total:		290.00
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BONDS	PROGRAMMING	113.75
NOTARY BONDS	BONDING	16.25
NOTARY BONDS	BONDING	292.50
Fund 111 - GENERAL Total:		422.50
Vendor 00192 - J G ELLIOTT CO.INC. Total:		422.50
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	53.00
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	19.48
Fund 111 - GENERAL Total:		72.48
Fund: 212 - STREETS		
SUPP - TRIMMER LINE	DEPARTMENT SUPPLIES	37.99
SUPP - WEED EATER LINE	DEPARTMENT SUPPLIES	17.50
Fund 212 - STREETS Total:		55.49
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPL-PD	DEPARTMENT SUPPLIES	156.95
Fund 215 - SPECIAL PROJECTS Total:		156.95
Vendor 06131 - JOHN DEERE FINANCIAL Total:		284.92
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	129.99
Fund 111 - GENERAL Total:		129.99
Vendor 08067 - JOHN DEERE FINANCIAL Total:		129.99
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	19.88
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,933.67
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	33.60
Fund 111 - GENERAL Total:		1,987.15
Vendor 09474 - JOHN DEERE FINANCIAL Total:		1,987.15
Vendor: 10564 - KIZZIRE LANE		
Fund: 111 - GENERAL		
TRAVEL EXP	SCHOOL & CONFERENCE	87.00
Fund 111 - GENERAL Total:		87.00
Vendor 10564 - KIZZIRE LANE Total:		87.00
Vendor: 09872 - KRIZ DAVIS		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	264.78
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,275.84
Fund 631 - WASTEWATER Total:		1,540.62
Vendor 09872 - KRIZ DAVIS Total:		1,540.62
Vendor: 10475 - LANDRETH RICHARD		
Fund: 111 - GENERAL		
TRAVEL EXPENSE - LIB	BUSINESS TRAVEL	120.00
Fund 111 - GENERAL Total:		120.00
Vendor 10475 - LANDRETH RICHARD Total:		120.00

Expense Approval Report

Post Dates: 5/21/2024 - 6/3/2024

Description (Payable)	Account Name	Amount
Vendor: 03941 - LAWSON PRODUCTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	77.25
Fund 111 - GENERAL Total:		77.25
Vendor 03941 - LAWSON PRODUCTS, INC Total:		77.25
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
VEHICLE INS	VEHICLE INSURANCE	678.81
Fund 111 - GENERAL Total:		678.81
Fund: 213 - CEMETERY		
VEHICLE INS	VEHICLE INSURANCE	294.26
Fund 213 - CEMETERY Total:		294.26
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		973.07
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES		
Fund: 111 - GENERAL		
VEH INSURANCE	VEHICLE INSURANCE	-82.87
VEH INSURANCE	VEHICLE INSURANCE	189.87
Fund 111 - GENERAL Total:		107.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:		107.00
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,550.00
Fund 111 - GENERAL Total:		1,550.00
Vendor 10228 - LORE BRIAN & LORI Total:		1,550.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 631 - WASTEWATER		
ENGINEERING	ENGINEERING/DESIGN	6,584.00
FACILITY REPAIR	FACILITY REPAIRS	4,472.50
Fund 631 - WASTEWATER Total:		11,056.50
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		11,056.50
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	243.32
EQUIP MAINT	EQUIPMENT MAINTENANCE	755.64
Fund 631 - WASTEWATER Total:		998.96
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		998.96
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.74
DEPT SUPP PARK	DEPARTMENT SUPPLIES	13.98
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	53.85
DEPT SUPP PARK	DEPARTMENT SUPPLIES	63.43
DEPT SUPP PARK	DEPARTMENT SUPPLIES	96.69
JANIFORIAL SUPP PARK	JANITORIAL SUPPLIES	32.82
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.47
Department Supplies-REC	DEPARTMENT SUPPLIES	259.69
Department Supplies-REC	DEPARTMENT SUPPLIES	118.57
GROUND MAINT PARK	BUILDING MAINTENANCE	6.27
Department Supplies-REC	DEPARTMENT SUPPLIES	15.76
Department Supplies-REC	DEPARTMENT SUPPLIES	17.66
Department Supplies-REC	DEPARTMENT SUPPLIES	19.29
DEPT SUPP ADM	DEPARTMENT SUPPLIES	18.76
Department Supplies-REC	DEPARTMENT SUPPLIES	18.17
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	48.97
Fund 111 - GENERAL Total:		814.12

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Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
HEAVY DUTY CLOSER	BUILDING MAINTENANCE	17.88
SUPP - RECHARGE LANTERN	DEPARTMENT SUPPLIES	14.99
SUPP - EPOXY, UTILITY BLADES	DEPARTMENT SUPPLIES	53.97
Fund 212 - STREETS Total:		86.84
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	44.92
DEPT SUPP CEM	DEPARTMENT SUPPLIES	114.19
Fund 213 - CEMETERY Total:		159.11
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP WT	DEPARTMENT SUPPLIES	8.88
Department Supplies-SAN	DEPARTMENT SUPPLIES	55.86
Department Supplies-SAN	DEPARTMENT SUPPLIES	23.64
Fund 621 - ENVIRONMENTAL SERVICES Total:		88.38
Fund: 631 - WASTEWATER		
DEPT SUP WT	DEPARTMENT SUPPLIES	8.88
EQUIP MAINT WT	DEPARTMENT SUPPLIES	179.32
DEPT SUP WTR	DEPARTMENT SUPPLIES	583.92
Fund 631 - WASTEWATER Total:		772.12
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	9.62
Fund 641 - WATER Total:		9.62
Vendor 07628 - MENARDS, INC Total:		1,930.19
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	54.00
Fund 111 - GENERAL Total:		54.00
Vendor 07938 - MIDWEST CONNECT, LLC Total:		54.00
Vendor: 00748 - MOTOROLA SOLUTIONS, INC		
Fund: 218 - PUBLIC SAFETY		
CIP-RADIOS/HEADSETS-PD	DEPARTMENT SUPPLIES	482.02
Fund 218 - PUBLIC SAFETY Total:		482.02
Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:		482.02
Vendor: 09543 - NATIONAL TELEPHONE MESSAGE CORP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	337.22
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	305.00
Fund 111 - GENERAL Total:		642.22
Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:		642.22
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,980.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,980.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,980.10
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	12,900.60
ELECTRICITY	ELECTRIC POWER	156.36
Fund 631 - WASTEWATER Total:		13,056.96
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,751.15
ELECTRICITY	ELECTRIC POWER	2,507.93
Fund 641 - WATER Total:		6,259.08
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		19,316.04

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Description (Payable)	Account Name	Amount
Vendor: 08026 - NORTHERN LAKE SERVICE, INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	75.00
Fund 641 - WATER Total:		75.00
Vendor 08026 - NORTHERN LAKE SERVICE, INC Total:		75.00
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
BLDG MAINT ACM	BUILDING MAINTENANCE	151.00
Fund 111 - GENERAL Total:		151.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		151.00
Vendor: 09876 - OWEN DEVELOPMENT, LLC		
Fund: 321 - CRA		
TIF - OWEN ORAL SUR 5-28-24	TIF PASS THRU - INTEREST	6,735.25
Fund 321 - CRA Total:		6,735.25
Vendor 09876 - OWEN DEVELOPMENT, LLC Total:		6,735.25
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	200.00
Fund 641 - WATER Total:		200.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		200.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,938.88
Fund 111 - GENERAL Total:		5,938.88
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,938.88
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 111 - GENERAL		
STURCTURE	STRUCTURES	306.63
Fund 111 - GENERAL Total:		306.63
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	80.00
DEPT SUPP CEM	DEPARTMENT SUPPLIES	170.00
Fund 213 - CEMETERY Total:		250.00
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		556.63
Vendor: 10203 - PIVO, INC.		
Fund: 321 - CRA		
TIF - HIGHPLAINS BUD 5-28-24	TIF PASS THRU - PRINCIPAL	1,766.38
TIF - HIGHPLAINS BUD 5-28-24	TIF PASS THRU - INTEREST	4,485.22
Fund 321 - CRA Total:		6,251.60
Vendor 10203 - PIVO, INC. Total:		6,251.60
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - CRA		
TIF - FAIRFIELD INN 5-28-24	TIF PASS THRU - PRINCIPAL	36,744.45
TIF - FAIRFIELD INN 5-28-24	TIF PASS THRU - INTEREST	17,961.90
TIF - MTL LAUNDROMAT 5-28...	TIF PASS THRU - INTEREST	3,691.59
TIF - PVB ADD 5-28-24	TIF PASS THRU - INTEREST	11,394.16
TIF - SCOOTERS 5-28-24	TIF PASS THRU - INTEREST	1,190.17
Fund 321 - CRA Total:		70,982.27
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,835.53
Fund 713 - CASH & INVESTMENT POOL Total:		9,835.53
Vendor 01276 - PLATTE VALLEY BANK Total:		80,817.80

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Description (Payable)	Account Name	Amount
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	178.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	94.95
Fund 111 - GENERAL Total:		273.20
Vendor 00266 - QUILL CORPORATION Total:		273.20
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	13,810.87
HEALTH INS JUNE 2024	PREMIUM EXPENSE	44,766.71
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	345.00
Fund 812 - HEALTH INSURANCE Total:		58,922.58
Vendor 04089 - REGIONAL CARE INC Total:		58,922.58
Vendor: 09895 - ROALKVAN DREW		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	-76.00
Fund 111 - GENERAL Total:		-76.00
Vendor 09895 - ROALKVAN DREW Total:		-76.00
Vendor: 07347 - ROBERTA J BOYD		
Fund: 111 - GENERAL		
TRAVEL EXPENSE - LIB	BUSINESS TRAVEL	120.00
TRAVEL EXPENSE MILAGE	BUSINESS TRAVEL	593.43
Fund 111 - GENERAL Total:		713.43
Vendor 07347 - ROBERTA J BOYD Total:		713.43
Vendor: 10560 - ROCKING BAR 2 APPRAISAL		
Fund: 111 - GENERAL		
1722 1ST AVE APPRAISAL	CONTRACTUAL SERVICES	3,000.00
Fund 111 - GENERAL Total:		3,000.00
Vendor 10560 - ROCKING BAR 2 APPRAISAL Total:		3,000.00
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	804.92
Fund 111 - GENERAL Total:		804.92
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		804.92
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	120.50
Fund 713 - CASH & INVESTMENT POOL Total:		120.50
Vendor 00026 - S M E C Total:		120.50
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 10544 - SCHLAGER JUSTIN		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	435.00
Fund 111 - GENERAL Total:		435.00
Vendor 10544 - SCHLAGER JUSTIN Total:		435.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	897.00
Fund 713 - CASH & INVESTMENT POOL Total:		897.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		897.00

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Description (Payable)	Account Name	Amount
Vendor: 01271 - SCOTTSLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	28.00
Fund 111 - GENERAL Total:		28.00
Vendor 01271 - SCOTTSLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		28.00
Vendor: 10561 - SHERARD AUDIOLOGY LLC		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	45.00
Fund 111 - GENERAL Total:		45.00
Vendor 10561 - SHERARD AUDIOLOGY LLC Total:		45.00
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - STREETS		
SUPP - FOAM BRUSHES	DEPARTMENT SUPPLIES	4.40
SUPP - BEAD HOPPER FUNNEL	DEPARTMENT SUPPLIES	106.99
Fund 212 - STREETS Total:		111.39
Vendor 00786 - SHERWIN WILLIAMS Total:		111.39
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	500.00
Fund 111 - GENERAL Total:		500.00
Vendor 00513 - SNELL SERVICES INC. Total:		500.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 215 - SPECIAL PROJECTS		
Grant Expense-REC	GRANT EXPENSE	3,651.96
Fund 215 - SPECIAL PROJECTS Total:		3,651.96
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		3,651.96
Vendor: 10559 - SPECIAL INVESTIGATIONS CHRISTENSEN DEAN		
Fund: 111 - GENERAL		
EVID CASH-PD	MISCELLANEOUS	7.01
Fund 111 - GENERAL Total:		7.01
Vendor 10559 - SPECIAL INVESTIGATIONS CHRISTENSEN DEAN Total:		7.01
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	146.00
Fund 641 - WATER Total:		146.00
Vendor 00054 - STATE HEALTH LAB Total:		146.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	1,050.00
Fund 111 - GENERAL Total:		1,050.00
Vendor 01235 - STATE OF NE. Total:		1,050.00
Vendor: 01967 - SWANK MOTION PICTURES INC		
Fund: 111 - GENERAL		
Special Events-REC	SPECIAL EVENTS	1,485.00
Fund 111 - GENERAL Total:		1,485.00
Vendor 01967 - SWANK MOTION PICTURES INC Total:		1,485.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	95.44
Fund 111 - GENERAL Total:		95.44
Vendor 00677 - TERRY D SCOTT Total:		95.44
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,868.54

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Description (Payable)	Account Name	Amount
RETIREMENT	REGULAR RETIRE EE PAY	9,705.12
RETIREMENT	DEFERRED COMP EE PAY	1,925.00
RETIREMENT	DEFERRED COMP EE PAY	176.40
RETIREMENT	DEFERRED COMP EE PAY	802.62
RETIREMENT	RETIRE FIRE EE PAYABLE	5,314.06
RETIREMENT	RETIRE FIRE EE PAYABLE	2,880.66
RETIREMENT	RETIRE POLICE EE PAY	6,939.04
RETIREMENT	RETIRE POLICE EE PAY	6,185.19

Fund 713 - CASH & INVESTMENT POOL Total: 42,796.63

Vendor 09865 - UNION BANK & TRUST Total: 42,796.63

Vendor: 09840 - UNITED STATES WELDING

Fund: 621 - ENVIRONMENTAL SERVICES

Contractual Services-SAN	CONTRACTUAL SERVICES	57.70
Contractual Services-SAN	CONTRACTUAL SERVICES	29.50

Fund 621 - ENVIRONMENTAL SERVICES Total: 87.20

Vendor 09840 - UNITED STATES WELDING Total: 87.20

Vendor: 08828 - US BANK

Fund: 111 - GENERAL

DEPT SUPP PARK	DEPARTMENT SUPPLIES	27.20
NPZA Membership	MEMBERSHIPS	40.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	49.92
SCHOOL & CONF HR	SCHOOL & CONFERENCE	1,399.00
UNIFORMS-PD	UNIFORMS & CLOTHING	119.96
POSTAGE-PD	POSTAGE	35.75
Digital Subscription Star-Herald	PUBLICATIONS	21.99
Bis. Trvl.	BUSINESS TRAVEL	31.30
Bis. Trvl.	BUSINESS TRAVEL	229.80
Bis. Trvl.	BUSINESS TRAVEL	38.21
Bis. Trvl.	BUSINESS TRAVEL	166.39
Bis. Trvl.	BUSINESS TRAVEL	166.39
Bis. Trvl.	BUSINESS TRAVEL	166.39
DEPT SUPP	DEPARTMENT SUPPLIES	330.46
DEPT SUPP	DEPARTMENT SUPPLIES	88.09
DEPT SUPP	DEPARTMENT SUPPLIES	88.10
Bis. Trvl.	BUSINESS TRAVEL	33.21
Bis. Trvl.	BUSINESS TRAVEL	22.15
DEPT SUPP PARK	DEPARTMENT SUPPLIES	169.99
Dep. Sup.	DEPARTMENT SUPPLIES	239.90
Adobe Creative Cloud	DEPARTMENT SUPPLIES	-235.02
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	102.99
GASOLINE-PD	GASOLINE	68.29
LIGHTBULB FOR STATION	DEPARTMENT SUPPLIES	34.41
GASOLINE-PD	GASOLINE	20.67
UNIFORM HATS	UNIFORMS & CLOTHING	541.38
Misc.	DEPARTMENT SUPPLIES	18.98
Misc.	JANITORIAL SUPPLIES	37.50
SCHOOL & CONF ADM	SCHOOL & CONFERENCE	583.00
GASOLINE-PD	GASOLINE	26.94
Equip. Main.	EQUIPMENT MAINTENANCE	9.99
GASOLINE-PD	GASOLINE	32.52
GASOLINE-PD	GASOLINE	15.47
POSTAGE-PD	POSTAGE	20.55
GASOLINE-PD	GASOLINE	36.70
Cont. Svcs.	CONTRACTUAL SERVICES	139.00
Prgmg.	PROGRAMMING	116.29
SEALED 6-VOLT BATTERIES FO...	DEPARTMENT SUPPLIES	55.42
Coll.	COLLECTIONS	87.84
Coll.	COLLECTIONS	208.20
POSTAGE-PD	POSTAGE	20.55

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Description (Payable)	Account Name	Amount
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
Misc.	JANITORIAL SUPPLIES	102.26
Misc.	AUDIOVISUAL SUPPLIES	55.99
SCHOOL & CONF CM	SCHOOL & CONFERENCE	36.36
TRAVEL TO FIRE SCHOOL - M...	GASOLINE	57.82
Dep. Sup.	DEPARTMENT SUPPLIES	7.19
Prgmg.	PROGRAMMING	9.98
Uniform & Clothing-REC	UNIFORMS & CLOTHING	964.20
Unifrom & Clothing-REC	UNIFORMS & CLOTHING	958.97
Uniform & Clothing-REC	UNIFORMS & CLOTHING	582.65
SCHOOL & CONF ADM	SCHOOL & CONFERENCE	107.40
FUEL FOR TRAVEL TO GRAND I...	GASOLINE	68.70
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	240.12
Cleaning supplies for City Hall	DEPARTMENT SUPPLIES	271.43
SCHOOL & CONF ADM	SCHOOL & CONFERENCE	34.00
SCHOOL & CONF CM	SCHOOL & CONFERENCE	56.30
Jan. Sup.	JANITORIAL SUPPLIES	25.49
Dep. Sup.	COLLECTIONS	48.50
Cont. Svcs.	CONTRACTUAL SERVICES	-134.83
Coll.	COLLECTIONS	13.99
Coll.	COLLECTIONS	17.95
Coll.	COLLECTIONS	23.32
Coll.	COLLECTIONS	14.95
Coll.	COLLECTIONS	270.82
Coll.	PROGRAMMING	17.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	83.10
TONER AND OFFICE SUPPLIES	DEPARTMENT SUPPLIES	291.97
TRAVEL TO LEADERSHIP CLASS...	GASOLINE	55.02
Department Supplies-REC	DEPARTMENT SUPPLIES	174.98
Dep. Sup.	DEPARTMENT SUPPLIES	146.52
Prgmg.	PROGRAMMING	45.37
TRAVEL FROM FIRE SCHOOL -...	GASOLINE	37.70
ADOBE SUBSCRIPTION CREDIT...	DEPARTMENT SUPPLIES	-75.24
Fund 111 - GENERAL Total:		10,046.37
Fund: 218 - PUBLIC SAFETY		
CIP-PATROL CARS-PD	DEPARTMENT SUPPLIES	2.00
CIP-PATROL CARS-PD	DEPARTMENT SUPPLIES	30.00
Fund 218 - PUBLIC SAFETY Total:		32.00
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	49.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	77.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		127.97
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	32.09
DEPT SUP	DEPARTMENT SUPPLIES	95.91
DEPT SUP	DEPARTMENT SUPPLIES	75.42
Fund 641 - WATER Total:		203.42
Fund: 661 - STORMWATER		
Certified Floodplain Manager ...	MEMBERSHIPS	80.00
Certificate Frames	DEPARTMENT SUPPLIES	11.49
Fund 661 - STORMWATER Total:		91.49
Vendor 08828 - US BANK Total:		10,501.25
Vendor: 10563 - WALKER HUNTER		
Fund: 111 - GENERAL		
TRAVEL EXP - LIB	BUSINESS TRAVEL	120.00
Fund 111 - GENERAL Total:		120.00
Vendor 10563 - WALKER HUNTER Total:		120.00

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Description (Payable)	Account Name	Amount
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	93.75
DEPT SUPP ADM	DEPARTMENT SUPPLIES	44.32
DEPT SUPP ADM	DEPARTMENT SUPPLIES	85.84
Prgmg.	PROGRAMMING	41.31
DRINKING WATER AND DETE...	DEPARTMENT SUPPLIES	57.36
Prgmg.	PROGRAMMING	16.87
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	59.04
Department Supplies-REC	DEPARTMENT SUPPLIES	128.00
Prgmg.	PROGRAMMING	26.16
Fund 111 - GENERAL Total:		552.65
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	88.80
Fund 631 - WASTEWATER Total:		88.80
Vendor 00022 - WALMART Total:		641.45
Vendor: 10308 - WICHT SUZY		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	74.50
Fund 223 - KENO Total:		74.50
Vendor 10308 - WICHT SUZY Total:		74.50
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	946.08
Fund 713 - CASH & INVESTMENT POOL Total:		946.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		946.08
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	125.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	90.07
Fund 111 - GENERAL Total:		215.95
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		215.95
Grand Total:		624,890.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	62,804.49	0.00
212 - STREETS	4,569.82	0.00
213 - CEMETERY	779.47	0.00
215 - SPECIAL PROJECTS	22,725.51	0.00
218 - PUBLIC SAFETY	95,192.02	0.00
223 - KENO	74.50	0.00
224 - ECONOMIC DEVELOPMENT	1,805.31	0.00
321 - CRA	176,279.27	0.00
621 - ENVIRONMENTAL SERVICES	2,643.37	0.00
631 - WASTEWATER	57,845.09	0.00
641 - WATER	13,906.96	0.00
661 - STORMWATER	1,960.25	0.00
713 - CASH & INVESTMENT POOL	125,345.14	125,345.14
721 - GIS SERVICES	36.80	0.00
812 - HEALTH INSURANCE	58,922.58	14,155.87
Grand Total:	624,890.58	139,501.01

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	770.05	0.00
111-52111-121	DEPARTMENT SUPPLIES	95.44	0.00
111-52111-141	DEPARTMENT SUPPLIES	452.01	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,060.89	0.00
111-52111-151	DEPARTMENT SUPPLIES	510.09	0.00
111-52111-171	DEPARTMENT SUPPLIES	989.03	0.00
111-52111-172	DEPARTMENT SUPPLIES	4,069.01	0.00
111-52121-151	JANITORIAL SUPPLIES	165.25	0.00
111-52121-171	JANITORIAL SUPPLIES	86.67	0.00
111-52134-172	SPECIAL EVENTS	1,485.00	0.00
111-52161-142	FIREARMS RANGE SUPPL...	19.48	0.00
111-52163-142	INVESTIGATIVE EXPENSES	186.09	0.00
111-52181-141	UNIFORMS & CLOTHING	541.38	0.00
111-52181-142	UNIFORMS & CLOTHING	147.96	0.00
111-52181-172	UNIFORMS & CLOTHING	2,505.82	0.00
111-52211-121	PUBLICATIONS	21.99	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	55.99	0.00
111-52222-151	COLLECTIONS	685.57	0.00
111-52223-151	PROGRAMMING	481.47	0.00
111-52311-121	MEMBERSHIPS	40.00	0.00
111-52411-142	POSTAGE	76.85	0.00
111-52511-141	GASOLINE	219.24	0.00
111-52511-142	GASOLINE	200.59	0.00
111-52999-142	MISCELLANEOUS	7.01	0.00
111-53111-116	CONTRACTUAL SERVICES	4,000.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,988.88	0.00
111-53111-151	CONTRACTUAL SERVICES	826.20	0.00
111-53111-171	CONTRACTUAL SERVICES	1,550.00	0.00
111-53111-172	CONTRACTUAL SERVICES	4,000.00	0.00
111-53121-142	CONSULTING SERVICES	45.00	0.00
111-53161-115	LEGAL PUBLICATIONS	611.25	0.00
111-53161-121	LEGAL PUBLICATIONS	28.46	0.00
111-53311-111	AUDIT	1,522.50	0.00
111-53421-111	BUILDING MAINTENANCE	151.00	0.00
111-53421-141	BUILDING MAINTENANCE	32.00	0.00
111-53421-142	BUILDING MAINTENANCE	32.00	0.00
111-53421-151	BUILDING MAINTENANCE	726.00	0.00
111-53421-171	BUILDING MAINTENANCE	1,040.76	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-172	BUILDING MAINTENANCE	11,288.73	0.00
111-53441-111	EQUIPMENT MAINTENA...	179.83	0.00
111-53441-142	EQUIPMENT MAINTENA...	48.97	0.00
111-53441-151	EQUIPMENT MAINTENA...	9.99	0.00
111-53441-171	EQUIPMENT MAINTENA...	1,987.15	0.00
111-53451-142	VEHICLE MAINTENANCE	1,239.92	0.00
111-53451-171	VEHICLE MAINTENANCE	95.44	0.00
111-53471-171	GROUPS MAINTENAN...	178.88	0.00
111-53521-111	HEATING FUEL	167.09	0.00
111-53521-141	HEATING FUEL	86.99	0.00
111-53521-142	HEATING FUEL	128.42	0.00
111-53521-151	HEATING FUEL	118.90	0.00
111-53521-171	HEATING FUEL	141.09	0.00
111-53521-172	HEATING FUEL	124.30	0.00
111-53561-111	PHONE & INTERNET	247.80	0.00
111-53561-112	PHONE & INTERNET	74.71	0.00
111-53561-114	PHONE & INTERNET	37.57	0.00
111-53561-115	PHONE & INTERNET	40.99	0.00
111-53561-116	PHONE & INTERNET	160.79	0.00
111-53561-121	PHONE & INTERNET	190.60	0.00
111-53561-141	PHONE & INTERNET	338.80	0.00
111-53561-142	PHONE & INTERNET	2,851.16	0.00
111-53561-151	PHONE & INTERNET	449.75	0.00
111-53561-171	PHONE & INTERNET	204.70	0.00
111-53561-172	PHONE & INTERNET	33.62	0.00
111-53571-141	CELLULAR PHONE	275.73	0.00
111-53711-111	SCHOOL & CONFERENCE	670.00	0.00
111-53711-112	SCHOOL & CONFERENCE	1,399.00	0.00
111-53711-114	SCHOOL & CONFERENCE	234.06	0.00
111-53711-142	SCHOOL & CONFERENCE	164.12	0.00
111-53721-151	BUSINESS TRAVEL	1,807.27	0.00
111-53811-111	BONDING	16.25	0.00
111-53811-142	BONDING	292.50	0.00
111-53841-142	VEHICLE INSURANCE	595.94	0.00
111-53841-171	VEHICLE INSURANCE	189.87	0.00
111-54311-111	STRUCTURES	306.63	0.00
212-52111-212	DEPARTMENT SUPPLIES	611.84	0.00
212-53111-212	CONTRACTUAL SERVICES	35.02	0.00
212-53311-212	AUDIT	1,600.00	0.00
212-53421-212	BUILDING MAINTENANCE	17.88	0.00
212-53441-212	EQUIPMENT MAINTENA...	1,293.23	0.00
212-53521-212	HEATING FUEL	544.44	0.00
212-53561-212	PHONE & INTERNET	467.41	0.00
213-52111-213	DEPARTMENT SUPPLIES	409.11	0.00
213-53561-213	PHONE & INTERNET	76.10	0.00
213-53841-213	VEHICLE INSURANCE	294.26	0.00
215-52111-142	DEPARTMENT SUPPLIES	156.95	0.00
215-52931-111	INSURED REPAIRS/REPL...	18,916.60	0.00
215-54991-113	GRANT EXPENSE	3,651.96	0.00
218-52111-142	DEPARTMENT SUPPLIES	514.02	0.00
218-54411-142	EQUIPMENT	94,678.00	0.00
223-53111-113	CONTRACTUAL SERVICES	74.50	0.00
224-53311-111	AUDIT	1,700.00	0.00
224-53561-113	PHONE & INTERNET	105.31	0.00
321-57221-111	TIF PASS THRU - PRINCIP...	46,148.37	0.00
321-57222-111	TIF PASS THRU - INTERE...	130,130.90	0.00
621-52111-621	DEPARTMENT SUPPLIES	307.35	0.00
621-53111-621	CONTRACTUAL SERVICES	112.46	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53311-621	AUDIT	1,900.00	0.00
621-53521-621	HEATING FUEL	146.44	0.00
621-53561-621	PHONE & INTERNET	177.12	0.00
631-52111-631	DEPARTMENT SUPPLIES	881.88	0.00
631-53311-631	AUDIT	1,900.00	0.00
631-53441-631	EQUIPMENT MAINTENA...	3,445.97	0.00
631-53461-631	FACILITY REPAIRS	31,816.50	0.00
631-53531-631	ELECTRIC POWER	13,056.96	0.00
631-53561-631	PHONE & INTERNET	159.78	0.00
631-54212-631	ENGINEERING/DESIGN	6,584.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	206.40	0.00
641-52117-641	SAMPLES	421.00	0.00
641-52411-641	POSTAGE	736.99	0.00
641-52611-641	CHEMICALS	4,015.35	0.00
641-53311-641	AUDIT	1,900.00	0.00
641-53451-641	VEHICLE MAINTENANCE	32.09	0.00
641-53521-641	HEATING FUEL	162.30	0.00
641-53531-641	ELECTRIC POWER	6,259.08	0.00
641-53561-641	PHONE & INTERNET	156.75	0.00
641-59211-641	LICENSE/PERMITS	17.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	11.49	0.00
661-52311-661	MEMBERSHIPS	80.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,825.00	0.00
661-53561-661	PHONE & INTERNET	43.76	0.00
713-21512	MEDICARE W/H EE PAY...	8,991.46	8,991.46
713-21513	FICA W/H EE PAYABLE	33,264.63	33,264.63
713-21514	FED W/H EE PAYABLE	26,213.21	26,213.21
713-21517	POL UNION DUES EE PAY	897.00	897.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21524	SMEC EE PAYABLE	120.50	120.50
713-21528	REGULAR RETIRE EE PAY	18,573.66	18,573.66
713-21529	DEFERRED COMP EE PAY	2,904.02	2,904.02
713-21531	RETIRE FIRE EE PAYABLE	8,194.72	8,194.72
713-21533	RETIRE POLICE EE PAY	13,124.23	13,124.23
713-21539	CHILD SUPPORT EE PAY	2,926.18	2,926.18
713-21541	HSA EE PAYABLE	9,835.53	9,835.53
721-53561-721	PHONE & INTERNET	36.80	0.00
812-53861-112	PREMIUM EXPENSE	44,766.71	0.00
812-53862-112	CLAIMS EXPENSE	13,810.87	13,810.87
812-53863-112	FLEXIBLE BENFT EXPENS...	345.00	345.00
Grand Total:		624,890.58	139,501.01

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	425,835.03	139,501.01
1420152999142	7.01	0.00
2122152111	156.95	0.00
21552931111	18,916.60	0.00
3121657222	7,983.01	0.00
3121757221	7,490.15	0.00
3121757222	12,172.45	0.00
3121857221	36,744.45	0.00
3121857222	17,961.90	0.00
3122057222	4,919.74	0.00
3122157222	6,735.25	0.00
3122257222	11,394.16	0.00
3122357222	28,300.51	0.00
3122457221	1,766.38	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
3122457222	4,485.22	0.00
3122557222	1,190.17	0.00
3122657221	147.39	0.00
3122657222	22,657.14	0.00
3122757222	738.23	0.00
3122857222	3,691.59	0.00
3122957222	7,593.75	0.00
3123057222	307.78	0.00
5001054991	3,651.96	0.00
6002053561	43.76	0.00
Grand Total:	624,890.58	139,501.01

6-3-24 UTILITY REFUND

Account #	Contact	Service Address	Refund Amount
005-4752-05	MIAH R BUCKLEY	1803 AVE C SCOTTSBLUFF NE 69361	23.73
1			\$23.73

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 8.a

Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 6/3/2024

AGENDA TITLE: Council to conduct a public hearing set for this date at 6:00 PM for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services, Economic Development

PRESENTATION BY: Zachary Glaubius, Development Services Director & Sharaya Toof, Economic Development Director

SUMMARY EXPLANATION: The Planning Commission reviewed and approved the resolution recommending the City Council declare Study Area 18 as blighted and substandard.

BOARD/COMMISSION/STAFF RECOMMENDATION: Approval
Does this item require the expenditure of funds? _____yes _____x____no
Are funds budgeted? _____yes _____x____no

If no, comments: _____
Estimated Amount _____
Amount Budgeted _____
Department _____
Account Description _____

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) _____ Staff Report, Blight Study

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: April 29, 2024 For Hearing of: May 13, 2024



I. GENERAL INFORMATION

- A. The City of Scottsbluff requested MC Schaff and Associates to conduct a blight study in northern Scottsbluff, an area in proximity of Highway 26 and Avenue B (see page 4)
- B. At the time of the study, the blighted and substandard area in the city comprises of 1,177.2 acres or 27.5%.
 - i. This does not include the recent annexation of Triple Peaks and ratification of the blighted and substandard conditions of the subdivision.
 - ii. The City GIS Department finds the blighted and substandard area in the city comprises of 1,233.58 acres or 28.75%.
 - 1. This includes Triple Peaks and ratification.
- C. Study 18 consists of 103.1 acres and will increase the percentage to 31.15%. (31.33% including Study Area 19)
 - i. A maximum of 35% of a first-class city can be blighted per Nebraska State Statutes.
- D. The study concludes the area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law.
 - i. The area must meet at least one of the conditions listed on pages 9-11

II. STAFF COMMENTS

- A. Staff selected this area due the reasons listed on page 13, such as the predominance of vacant and/or undeveloped parcels.
- B. Records show the majority of this area was annexed into the City in the 1960s and 1970s.
 - a. Some land has been undeveloped for nearly 50 years.
- C. With Study Area 18 designated as blighted and substandard, developers/property owners will be able to apply for TIF for redevelopment. With TIF available, the developer can make necessary improvements to develop the area, extending utility lines and streets within the area.
- D. A resolution will be required for Study Area #18 acknowledging that the Planning Commission has considered the slight and substandard study at a public hearing formulating its recommendation to the City Council.

III. STAFF RECOMMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Blight and Substandard Study for Area #18.



STUDY AREA #18

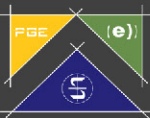
BLIGHT & SUBSTANDARD DETERMINATION STUDY City of Scottsbluff, NE



PRESENTED TO
City of Scottsbluff
Community Redevelopment

PREPARED BY
MC Schaff & Associates, Inc.
818 South Beltline Highway East
Scottsbluff, NE 69361

PROJECT
RM230254-00
November 2023



MCS
FAMILY OF COMPANIES



Purpose of this Analysis

The Blighted and Substandard designation opens the door for stimulating new development and allowing developers, in fact all citizens, the ability to make significant public improvements related to their project. The mechanism allows property owners the use of real estate property taxes (normally paid to other government agencies) for improvements including land acquisition and site preparation. Tax money can be used up to 15 years for this purpose.

This designation allows use of most of the new taxes generated by way of redevelopment. An owner pays the property tax but it is “refunded” for the purpose of land acquisition, site preparation and placing public improvements on the site. The program has worked well for Scottsbluff’s downtown and more recently, the Reganis Auto Dealership, hotel adjoining the dealership, and the Monument Mall. So, while the term may seem objectionable, the results can be very positive for the entire community.

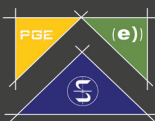
The Nebraska Unicameral enacted legislation which addressed the existence of areas within communities that needed incentives to redevelop. These areas tended to be older and out of date. Often spotty improvements had been made but the general condition was not attracting expansion of existing business nor new development and investment. On its face, this appeared to be true of the Study Area shown in **Figure 1** on page 4, so a decision was made to give the area a closer look.

The purpose of this analysis is to identify and determine if an area within the City of Scottsbluff, Nebraska should be considered blighted and substandard under the criteria for such areas as set forth in the Nebraska Community Development Law, Section §18-2103. This Scottsbluff Blight and Substandard Study is intended to provide the Scottsbluff City Council the basis for determining the existence of blighted and substandard conditions within Scottsbluff’s corporate limits. Through this process, the City attempts to eliminate economic and/or social concerns that are detrimental to the future public health, safety, morals, and general welfare of the entire community. This study examines conditions relating to buildings, land use, and infrastructure within the Study Area to determine areas eligible for redevelopment under Nebraska Community Development Law.

Like other areas designated as Blighted and Substandard, much of the Study Area has not kept pace with overall community standards while other areas in the community have seen steady growth and development. The Community Development Law enables cities to take steps to address these forms of decline through acquisition, clearance, and disposition of property for redevelopment or through the conservation and rehabilitation of property.

This study examines existing conditions of land use, buildings, infrastructure, development patterns and general health, safety welfare aspects within the designated Study Area in the City of Scottsbluff. This has been done in an effort to determine its eligibility for redevelopment activities. The proposed Study Area #18 analyzed in this report is generally described as being in the vicinity of Avenue B north of US Hwy 26. A number of opportunities for redevelopment exist to allow the community to overcome some of the challenges in the Proposed Study Area #18.

Generally, the Avenue B arterial has some long-standing successful businesses, a skilled nursing facility, and numerous medical and health related facilities as well as single family and multi-family residential uses. However, reinvestment in much of the Study Area is falling behind and is not on par with the overall community growth and level of private investment. Many properties in the Study Area have remained undeveloped while others have been allowed to rapidly decline due to a number of challenges. The Study Area is adjacent to corridors to the west and south that have been previously designated as blighted and substandard. Study Area #18 appears to be an excellent opportunity to provide incentives triggering new activity where adequate market forces are not present to move development in a positive direction.





Nebraska Revised State Statutes

Nebraska's Community Development Law clearly provides guidelines for communities to address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas as well as the prevention and elimination of substandard and blighted areas. This tool is provided in Neb Rev Stat §§18-2101 to 18-2154.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements."

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community.

Nebraska Revised Statute §18-2105 grants authority to the governing body to formulate a redevelopment program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

The law states that there are a number of reasons an area goes beyond remedy and control solely by the regulatory process and cannot be dealt with effectively by ordinary police powers or ordinary operation of private enterprise without aid. Such things as overcrowding, unsafe, unsanitary conditions, inadequate planning, lack of proper

light, air and open space, defective design and arrangement of buildings, faulty street layout and economically undesirable land uses are among the reasons.

The law goes on to provide the city with the ability to declare an area blighted and substandard followed by creating a workable program to utilize private and public resources to address specific conditions to be improved. The statute provides a means for the governing body to address and develop strategies for rehabilitation and redevelopment of the community. The main substance of a workable program is an adopted redevelopment plan for the defined area based in part on an adopted comprehensive plan.

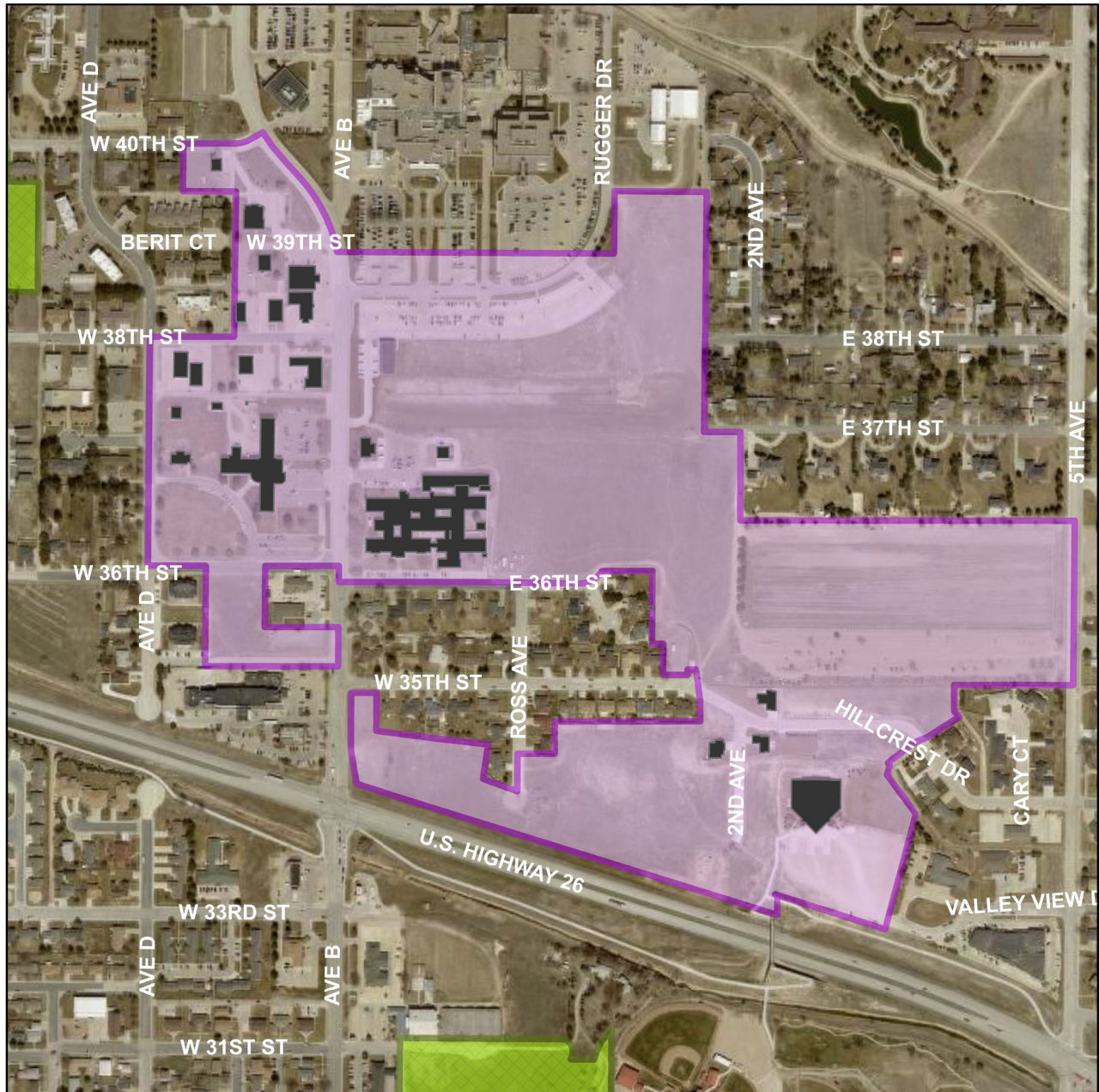
Implementing this strategy for a Designated Study Area is intended to give the Community Redevelopment Authority and City Council a basis for determining the existence of blight and substandard conditions within the delineated Study Area. The general area considered for inclusion in the Study Area is shown in **Figure 1. Study Area #18** on page 4 of this report, with the area boundary described on pages 5-8. Parcel numbers with legal descriptions are provided in **Table 2**, located in **Appendix A**. The Study Area can generally be described to include the following areas: 1) the office and professional area west of Avenue B, south of Berit Court and 40th Street, east of Avenue D, north of 35th; 2) east of Avenue B, south of Regional West Medical Center, west of 2nd Avenue, and north of 36th Street; 3) west of 5th Avenue, south of 36th Street, east of 2nd Avenue, North of Hillcrest; and an area 4) north of Highway 26, and south of Hillcrest, between Avenue B and the east side of Grace Chapel.

The study looks at existing land-uses, platting, structures and infrastructure systems to determine whether Study Area #18 or a part of it meets the statutory requirements for the designation as a Blighted and Substandard Area. With the growing interest and use of this valuable tool the State has taken an increased interest in assuring all using the tool use it in accordance with the statutes. For this reason, it is imperative the City of Scottsbluff closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this study will serve to guide the general redevelopment. The previously approved 2016 Comprehensive Plan and this Blighted and Substandard Study will present appropriate land uses, strategies for improved traffic circulation, economic development activities, and utilities and other improvement in accordance with the law.

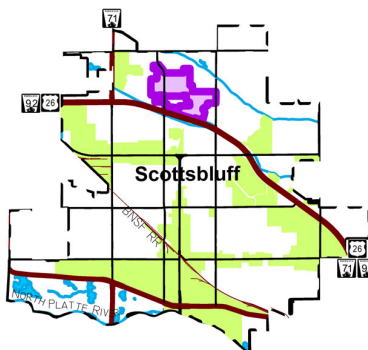


Examples of Structural Conditions within the Study Area



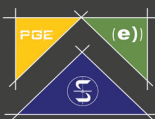
- Study Area #18
- Existing Redevelopment Areas
- Corporate Limits

Data Source:
Aerial: Scotts Bluff County, 2023



Study Area #18

City of Scottsbluff
Scotts Bluff County, NE



MCS
FAMILY OF COMPANIES

Headquarters
818 South Beltline Highway East, Scottsbluff, Nebraska 69361
Phone (308) 635-1926 Fax (308) 635-7807 www.MCSfamilyofcompanies.com

Blight Study | City of Scottsbluff, NE

page 4

Redevelopment Study Area (Site 18): The redevelopment Study Area consists of properties and tracts of land within the general vicinity north of US Hwy 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of the community. The site contains approximately 103.09 acres and is more particularly described as:

Situated in the center of Section 14, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

***Beginning** at, the southeast corner of Block 10, Northern Heights Addition by Foos, said point also being the southeast corner of Parcel #010343709 and located on the northern US Hwy 26 right-of-way;*

Thence, northwesterly along the northern ROW of US Hwy 26 to the easterly ROW of Avenue B, said point also being on the west line of Lot 7A, Block 1, Northern Heights Addition by Foos Replat (Parcel #010322469);

Thence, northerly on the easterly ROW of Avenue B to the northwest corner of Block 1, Northern Heights Addition by Foos Replat;

Thence, easterly on the north line of said Block 1, Northern Heights Addition by Foos Replat to the northwest corner of Lot 2, Block 1, Northern Heights Addition by Foos (Parcel #010322175);

Thence southerly on the west line of said Parcel #010322175 to the southwest corner of said Parcel #010322175;

Thence easterly on the south line of said Parcel #010322175, also known as Lot 2, Block 1, Northern Heights Addition by Foos, and continuing easterly on the south line of Lots 3 and 4 to the southeast corner of Lot 4, Block 1, Northern Heights Addition by Foos, said point also being on the north line of Lot 7A, Block 1, Northern Heights Addition by Foos Replat (Parcel #010322469);

Thence continuing easterly on the north line of said Parcel #010322469 to the northeast corner of said Parcel #010322469, said corner also being the northwest corner of Parcel #010237070 (unplatted lands);

Thence continuing easterly on the north line of parcel #010322469 to its intersection with the northwest corner of Lot 2, Block 5, Northern Heights Addition by Foos (Parcel #010362274);

Thence southerly on the west line of said Parcel #010362274 to the southwest corner of said Parcel #010362274, said point also being on the northern ROW of 34th Street;

Thence easterly on the northern ROW of 34th Street to its intersection with the centerline of Ross Avenue;

Thence northerly on the centerline of Ross Avenue to its intersection with the westerly extension of the northern line of Lots 1 & 2, Block 2, Northern Heights Addition by Foos (Parcel #010362282);

Thence easterly on said westerly extension of the northern line of Parcel #010632282 to the northwest corner of said Parcel #010632282;

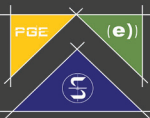
Thence continuing easterly on the north line of said Parcel #010632282 to the northeast corner of said Parcel #010632282, and its intersection with Parcel #010237070;

Thence northerly on the west line of said Parcel #010237070 to its intersection with the westerly extension of the south line of Lot 6, Block 2, Northern Heights Addition by Foos;

Thence easterly to the southwest corner of said Lot 6, Block 2, Northern Heights Addition by Foos;

Thence continuing easterly on the south line of Block 2, Northern Heights Addition by Foos to the southeast corner of Lot 11, Block 2, Northern Heights Addition by Foos;

Thence continuing easterly on an easterly extension of said Lot 11, Block 2, Northern Heights Addition by



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Foos, to its intersection with the north/south centerline of the alley between Lots 12 & 13, Block 2, Northern Heights Addition by Foos;

Thence, northerly on said alley centerline to its intersection with the southern ROW of East 35th Street;

Thence, northwesterly to the intersection of the centerline of 2nd Avenue with the south line of Parcel #010237054 (unplatted lands);

Thence westerly on south line of said Parcel #010237054 to its intersection with the west ROW of 2nd Avenue;

Thence southerly on the west ROW line of 2nd Avenue to its intersection with the north ROW of East 35th Street;

Thence westerly on the north ROW of East 35th Street to the southeast corner of Block 3, Sitzman Sub;

Thence northerly on the east line of Block 3, Sitzman Sub to its intersection with the north line of Block 3, Sitzman Sub;

Thence westerly on the north line of said Block 3, Sitzman Sub to its intersection with the east line of Lot A, Block 3, Sitzman Sub Replat of 9A & Lots 9 & 11;

Thence northerly on the east line of said Block 3, Sitzman Sub Replat of 9A & Lots 9 & 11 to the northeast corner of said (Parcel #010263055), said point also being the southeast corner of Lot 12, Block 3, Sitzman Sub;

Thence continuing northerly on the east line of Block 3 Sitzman Sub to the northeast corner of Block 3, Sitzman Sub;

Thence westerly on the north line of Block 3, Sitzman Sub and continuing on a westerly extension of said north line of Block 3 to its intersection with the east-west centerline of West 36th Street;

Thence westerly on the centerline of West 36th Street to its intersection with the north-south centerline of Avenue B;

Thence northerly on the centerline of Avenue B to its intersection with the east-west centerline of West 36th Street;

Thence westerly on the centerline of West 36th Street to its intersection with the northerly extension of the east line of Lot 1B, Block 1, Henry Gritzfeld Addition Sub of Block 1 (Parcel #010346430);

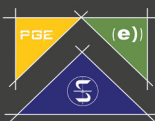
Thence southerly on said northerly extension of the east line of said Parcel #010346430 and continuing southerly on said east line to the southeast corner of said Parcel #010346430, said point also being the northeast corner of Lot 1C, Block 1, Henry Gritzfeld Addition Sub of Block 1 (Parcel #010346449);

Thence southerly on the east line of said Parcel #010346449 to its intersection with the southwest corner of Lot 1F, Block 1, Henry Gritzfeld Addition Sub of Block 1 (Parcel #010346473);

Thence easterly on the south line of said Parcel #010346473 to the southeast corner of said Parcel #010346473 to the west ROW of Avenue B;

Thence southerly on the west ROW of Avenue B to the northeast corner of Lot 2A, Block 1, Henry Gritzfeld Addition, Replat of Lots 2 & 3 (Parcel #010350581);

Thence westerly on the north line of said Parcel #010350581 to the southeast corner of Lot 1A, Block 1, Henry Gritzfeld Addition Sub of Block 1 (Parcel #010233229);



Thence northerly on the east line of said Parcel #010233229 to the northeast corner of said Parcel #010233229 and continuing on a northerly extension of said east line of Parcel #010233229 to its intersection with the east-west centerline of West 36th Street;

Thence westerly on the centerline of West 36th Street to its intersection with the north-south centerline of Avenue D;

Thence northerly on the centerline of Avenue D to its intersection with the east-west centerline of West 38th Street;

Thence easterly on the centerline of West 38th Street to its intersection with the southerly extension of the west line of Lot 18A, Sub of Lots 2 & 18, Block 2, George Baltes Addition (Parcel #010219412);

Thence northerly on said southerly extension of the west line of Parcel #010219412 to the southwest corner of said Parcel #010219412, said point being on the east ROW of the north-south alley bisecting Block 2, George Baltes Addition;

Thence northerly on the east ROW line of said north-south alley bisecting Block 2, George Baltes Addition to the southwest corner of Lot 1, Block 3, Coppom Sub Replat (Parcel #010122338);

Thence westerly on a westerly extension of the south line of said Parcel #010122338 to the southeast corner of Lot 3, Block 2, George Baltes Addition (Parcel #010225803);

Thence westerly on the south line of Lots 3 and 4, Block 2, George Baltes Addition, to the southwest corner of Lot 4, Block 2, George Baltes Addition (Parcel #010234551);

Thence northerly on the west line of said Parcel #010234551 and a northerly extension thereof to its intersection with the centerline of West 40th Street;

Thence easterly on the centerline of West 40th Street to its intersection with the centerline of Avenue B;

Thence southerly on the centerline of Avenue B to its intersection with a westerly extension of the northern line of Lot 2, Block 1, Ruggers Hospital Addition, Subdivision of Block 1 (Parcel #010279075);

Thence easterly on the north line of said Parcel #010279075 to its intersection with the west line of Block 3, Ruggers Hospital Addition (Parcel #010327797);

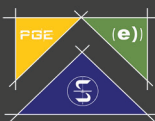
Thence northerly an approximate distance of 223.5 feet on the west line of said Parcel #010327797, to the south edge of the Regional West Medical Center's unpaved helicopter hangar and storage access road;

Thence easterly to a point on the west line of Lot 5, Block 2, Timberline Sub (Parcel #010238263), said point being approximately 39 feet south of the northwest corner of said Parcel #010238263, and said point also being on the east line of Block 3, Ruggers Hospital Addition;

Thence southerly on the east line of Block 3, Ruggers Hospital Addition to its intersection with the south ROW line of 37th Street;

Thence easterly on the south ROW line of 37th Street, said line also being the northern line of Parcel #010237054 (unplatted lands in part of the south 1/2 of the northeast quarter of Section 14, Township 22 North, Range 55 West), to the northeast corner of said Parcel #010237054;

Thence southerly on the east line of said Parcel #010237054, said line also being the centerline of a north-south alley to its intersection with a westerly extension of the north line of Parcel #010237062 (part of the east 25 acres of the south 909.5' of the south half of the northeast quarter of Section 14, Township 22 North, Range 55 West);



Thence easterly on said westerly extension of the north line of said Parcel #010237062, said line also being on the south ROW of the east-west alley, continuing easterly on the east-west alley's south ROW line and the northern line of said Parcel #010237062 to the northeast corner of said Parcel #010237062;

Thence continuing easterly on an easterly extension of the north line of said Parcel #010237062 to its intersection with the north-south centerline of 5th Avenue;

Thence southerly on the centerline of 5th Avenue to its intersection with the easterly extension of the southern line of Parcel #010237062;

Thence westerly on said easterly extension of the southern line of said Parcel #010237062 to the southeast corner of said Parcel #010237062 and continuing westerly on the south line of said Parcel #010237062 to the midpoint between the northwest corner of Lot 14, Block 6, Replat of Lots 6-8, Northern Heights Addition by Foos (Parcel #010357157) and the northeast corner of Lot 6, Block 8, Northern Heights Addition (Parcel #010000078), said point being on the centerline of a north-south ROW between said Parcel #010357157 and said Parcel #010000078;

Thence southerly on said north-south ROW centerline between said Parcel #010357157 and said Parcel #010000078, to its intersection with the centerline of the northwesterly-southeasterly alley ROW between the northeast line of Parcel #010324968 (Lot 3, Blk 6, Northern Heights Add by Foos Replat) and the west line of Lot 13, Block 6, Replat of Lots 6-8, Northern Heights Addition by Foos (Parcel #010324992);

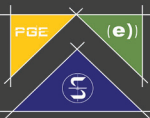
Thence southeasterly on said alley centerline to its intersection with the northeasterly-southwesterly centerline of 20 ft. wide ROW between the southeast line of Lot 6, Block 8, Northern Heights Addition (Parcel #010000078) and the northwest line of Parcel #010324968 (Lot 3, Blk 6, Northern Heights Add by Foos Replat);

Thence southwesterly on the centerline of 20 ft. ROW between said Parcel #010000078 and Parcel #010324968 to its intersection with the northeast ROW line of Hillcrest Drive;

Thence southwesterly to the intersection of the southwest ROW line of Hillcrest Drive and the centerline of the 20 ft. wide alley ROW between the southeast line of Lot 3, Block 9, Northern Heights Addition (Parcel #010000079) and the northwest line of Lot 1A, Block 7, Northern Heights Addition by Foos Replat (Parcel #010325085);

Thence southwesterly on the centerline of said 20 ft. wide alley ROW between said Parcel #010000079 and Parcel #010325085 to its intersection with Block 10, Northern Heights Addition by Foos (Parcel #010343709);

*Thence southeasterly, southwesterly, southeasterly, and southwesterly on the east line of said Block 10, Northern Heights Addition by Foos, to the southeast corner of said Parcel #010343709, and said point being the Point of Beginning—said redevelopment Study Area containing an area of **103.09 acres**, more or less.*



The requirements for detailed planning beyond the Comprehensive Plan treatment include but should not be limited to:

1. Boundaries of the area, existing land use and condition of improvements
2. A land-use plan
3. A map showing population density, land coverage and building concentrations
4. An outline of proposed changes in ordinance, layout or other related ordinances
5. A site plan of the area
6. A statement outlining any additional public facilities or utilities required to support new land uses after redevelopment.

The Blighted and Substandard study highlights locations and opportunities for improvement and revitalization. Once the area is designated, the City can guide future development in this area and provide financial incentive for development. Using the Nebraska Community Development Law, the City can reduce or eliminate factors impeding redevelopment and implement programs or projects to improve conditions and minimize the negative impacts of blight and substandard conditions.

Substandard and Blight Eligibility Analysis

Substandard and Blight Definitions and Explanation

Substandard areas are defined by State Statute **§18-2103(31)**, as the following:

“Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

Blighted areas are defined by State Statute **§18-2103(3)**, as the following:

“Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and

*(b) in which there is **at least one** of the following conditions:*

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

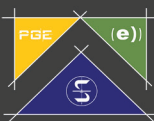
(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;”



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The following are the specific definitions of “substandard” and “blighted” according to Nebraska State Law. These definitions serve to be the basis of this entire analysis and each portion of the definitions are examined individually throughout this document.

Substandard Area Definition

By statute a substandard area means one where a predominance of building or improvements (residential or nonresidential) having one or more of the following characteristics:

1. Dilapidating or deteriorated

a. Unacceptable standard for walls, foundation, roof, gutters, roof surface, chimney, fire escapes, weatherizing, steps, exterior paint and site conditions. Chipping, cracks, loose components, missing pieces, sags and other signs of substandard condition all qualify for this condition.

2. Age (obsolescence)

a. A 40 years or more criteria was used for estimate.

3. Inadequate ventilation, light, air, sanitation, or open spaces

a. Things like junked cars and other accumulated debris, antiquated infrastructure, unpaved parking, outdoor storage

4. Other conditions

a. High density population or overcrowding (census)

b. Other conditions which could be unsafe or unsanitary endangering life or property.

c. Any combination of factors conducive to poor health, disease, mortality, delinquency or crime. Any combination that is detrimental to public health, safety, morals or welfare. This may include inadequate infrastructure as well as statistical data.

Structural conditions were evaluated using the U.S. Department of Housing and Urban Development standard definitions:

No Problem

- No structural or aesthetic problems are visible

Adequate Condition

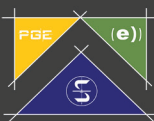
- Slight damage to porches, steps, roofs
- Slight wearing of mortar between bricks/stone/block
- Small cracks in walls or chimneys
- Cracked windows
- Lack of paint
- Slight wear on steps, doors and frames

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing material in parts of the foundation, walls (1/2 of the wall) or roof (1/4 of the roof)
- Shaky, broken, or missing steps or railings
- Numerous missing and cracked window panes
- Rotted or loose windows or doors no longer water-proof

Dilapidated Condition

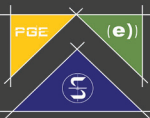
- Holes, open cracks, rotted, loose or missing material over a large area of the foundation, on wall or on roof
- Substantial sagging of roof, floors, or walls
- Extensive fire, flood, or storm damage
- Inadequate original construction such as building elements made of scrap materials or conversion of structures not adequate for housing.



Blighted Area Definition

The blighted area designation is based on a number of criteria or indicators of substandard conditions. These are specified in the law and outlined below.

1. The presence of a substantial number of deteriorated or deteriorating structures. This takes the form of structural problems, exterior paint, cracks, chimney, site conditions, roof and similar problems with the building.
2. Existence of a defective or inadequate street layout. This includes dead ends, railroad crossings, linear downtown, narrow alleys and blind crossings, as well as poor vehicular access and/or internal circulation, substandard parking definition and parking layout (lack of curb cuts, awkward entrance/exit points), offset or irregular intersections, substandard or nonexistent pedestrian circulation.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness. Such things as landlocked parcels, odd shaped lots, undersized lots, and poor accessibility.
4. Unsanitary or unsafe conditions. Examples here include age and physical condition of structures, buildings located within the flood plain, lack of public infrastructure, unsanitary conditions and ventilation. Additional examples include graffiti or other forms of vandalism or vagrant activity, poorly lit and unlit areas, the existence of trash or debris or weeds, abandoned vehicles, uneven grading or steep slopes, environmental contamination, cracked or uneven sidewalks, a high incidence of reported crime.
5. Deterioration of site or other improvements. Such things as off-street parking, poor storm drainage, junk cars, dilapidated structures, neglected properties, debris, on-site storage, unscreened trash or mechanical storage areas, deterioration of parking surfaces, lack of landscaping, general site maintenance problems are examples.
6. Diversity of ownership. This condition exists when numerous lots are needed to develop to up to date standards. Assemblage is difficult without some form of public assistance.
7. Tax or special assessment delinquency exceeding the fair value of the land.
8. Defective or unusual conditions of title. Liens, improper filings are examples.
9. Improper subdivision or obsolete platting. Examples include undersized lots, improper zoning, lot configuration, easements and accessibility are problems that often are present.
10. The existence of conditions which endanger life or property by fire or other causes. Such things as inoperative infrastructure, site access, on-site storage, secluded areas for pests to thrive, poor surface drainage, poor street and poor sidewalk condition are examples.
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability. Here incompatible land uses, obsolescence and inability for a property to compete in the market place.
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - a. Unemployment in the area at least 100% of state or national average census data
 - b. The average age of residential and commercial units is over 40 years as determined by field observations
 - c. More than half of the plotted/subdivided property has been unimproved for 40 years using public record
 - d. Per capita income of the area is lower than the average of the city from census data.
 - e. The area has a stable or declining population based on the last two decennial censuses.





Analysis Approach

The approach and methodology utilized by M.C. Schaff & Associates, Inc. in conducting the Blighted and Substandard Area Determination Analysis included an assessment of all factors listed in the Nebraska Community Development Law as factors that indicate or contribute to making an area blighted and substandard. Data relating to factors such as building condition, building age, site conditions, adequacy of building sites, condition of public improvements, and unsanitary or unsafe conditions were developed through detailed exterior structural field surveys on a structure by structure basis and through collection of data on a unit by unit basis available from public records at the Scotts Bluff County Courthouse and via their online databases. Data relating to other factors such as the adequateness of street layouts, lot layouts and overall subdivision design were investigated on an area-wide basis.

Assessment of potential blighting factors stemming from diversity of ownership and tax or special assessment delinquencies were conducted through evaluation of courthouse and online county records for all property within the analysis area, referred to as the Study Area. The valuation, tax amount and any delinquent amount was examined for each of the properties, and public records were examined to determine the number of property owners in the Study Area.

Additional Public Intervention Necessary

Although the presence of one or more of these substandard or blighting conditions may make it appropriate to declare an area substandard and blighted under the Statue, this analysis was conducted on the basis that additional public intervention over and above the exercise of the police power is necessary to overcome the problems that exist in any substandard and blighted area.

Analysis of the Study Area

Scottsbluff Designated Study Area #18

The City selected the Designated Study Area for evaluation to be within the corporate limits. The area is made up of semi-public uses, office & professional, single family residential, multi-family residential, farming, recreational uses (pathway) and many vacant/undeveloped properties. Single family residential surrounds much of the Study Area. This particular area was selected for several reasons.

1. The predominance of vacant and/or undeveloped parcels.
2. There is the presence of blighted and substandard characteristics within the area.
3. There is obvious economic decline and functionally obsolete uses within the area.
4. There is a need to improve infrastructure due to substandard existing conditions.
5. A need is apparent for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support private redevelopment efforts.
6. The near proximity of the Study Area to two other blighted and substandard areas (#16 and #8).

The City is in a position to remove negative factors and implement programs and projects to improve conditions thereby removing the blighted and substandard conditions. This not only benefits the corridor/Study Area but the entire community through private reinvestment and enhanced quality of life.

The field survey of the Study Area within the City was conducted in October/November 2023 to determine whether this area, in fact, has experienced structure and/or site deterioration or if the area is experiencing other negative influences that decrease the potential for redevelopment or new development. The following information describes this Study Area in detail, as well as, specifying the methods and procedures used to determine if this Study Area should be declared blighted and substandard under the Nebraska Community Development Law.

The Study Area's northwest corner is just east of an existing Blighted and Substandard area (Study Area #8 located on the southeast corner of West 42nd Street and Avenue I). An additional blighted and substandard area is located in the along Avenue B to the south, between West 31st and West 27th Streets.

The total acreage within the City of Scottsbluff corporate limits is approximately **4274.93 acres**. Currently, the city has approximately **1177.2 acres** designated as "Blighted and Substandard", approximately **27.5%** of the City's total acreage. The proposed additional "Blighted and Substandard" area consists of **103.1 acres**. This proposed area, if designated as "Blighted and Substandard", will add **2.4%** of the corporate limits to the total Blighted and Substandard area bringing it to **1280 acres** or **29.9%** of the total area of the City of Scottsbluff. This remains well within the allowed **35%** providing future opportunity to add more.

Existing Land Use

The land uses that now exist within the Study Area are depicted on **Figure 2. Existing Land Use** (page 14), and can be placed in six (6) categories, including:

- Office & Professional
- Residential (Single Family / Multi-Family)
- Public/Semi-Public
- Public Streets and Alleys
- Parking (Private, Commercial, Public, Semi-Public)
- Vacant / Undeveloped / Agricultural



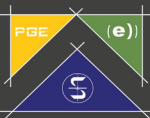
0 125 250 500 750 1,000 Feet

- | | |
|----------------------|--------------------------|
| Study Area | Office & Professional |
| Vacant / Undeveloped | Private Parking Lot |
| Streets & Alleys | Residential |
| Semi-Public | Multi-Family Residential |
| Semi-Public Parking | Road/Utility ROW |

Existing Land Use

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Land Use: MCS Field Survey, 2023
Parcels: Scotts Bluff County, 2021
Aerial: Scotts Bluff County, 2023



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page 14

The land uses in Study Area #18, shown in **Figure 2** on the previous page, are analyzed further in Table 1 (below), which provides the breakdown of land uses, acreages, and the total acreage within this Study Area.

The largest land use in Study Area #18 is that of vacant and undeveloped land. This use comprises a total of over 62.11 acres, or 61% of the Study Area.

Public streets and alleys are the second largest land use covering 12% of the Study Area, totaling 12.4 acres.

The third largest land use in this Study Area is that occupied by parking lots, including semi-public (2.48 acres), and commercial parking lots (1.38 acres), comprising a total of 10.61 acres or 10%.

Semi-Public uses are the fourth largest land use, occupying 7.89 acres, 8% of the Study Area.

Table 1

Existing Land use - Scottsbluff Blight Study Area #18
Scottsbluff, Nebraska

Land Use Category	Blight Study Area 18	
	Area (Acres)	Percent of Total Area
Office & Professional	3.94	4%
Residential	1.54	2%
Multi-Family Residential	4.07	4%
Public / Semi Public	7.89	8%
Public Streets & Alleys	12.40	12%
Parking Lot	10.61	10%
Vacant / Undeveloped Land	62.11	61%
	102.55	

Residential uses, single family and multi-family, combine as the fifth largest land use, 6% of the Study Area, occupying 4.07 acres for multi-family uses and 1.54 acres for single family residential.

Finally, 3.94 acres of Office and Professional properties comprise the remaining 4% of the Study Area.

Source: M.C. Schaff & Associates, Inc., Field Survey, December 2023



Examples of Site and Structural Conditions within the Study Area



Examples of Site Conditions within the Study Area



Examples of Structure and Site Conditions within the Study Area

Findings and Contributing Factors

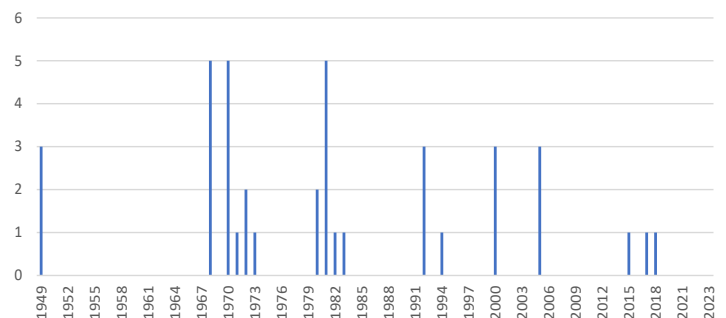
The intent of this study is to determine whether the subject area has experienced structural and site deterioration and whether there are other negative factors that are decreasing the area's potential to develop. The field survey work was completed in October/November 2023, and strongly supports initial impressions that the area has in general declined below community standards. What follows are the factors evaluated to determine whether there is a reasonable presence of blight and substandard conditions within the designated Study Area #18. This section reviews the building and structure conditions, infrastructure and land use found in the area based on statutory definitions, and observations and explains the identified contributing factors.

As set forth in Nebraska legislation, a blighted area means an area determined by reason of the presence of:

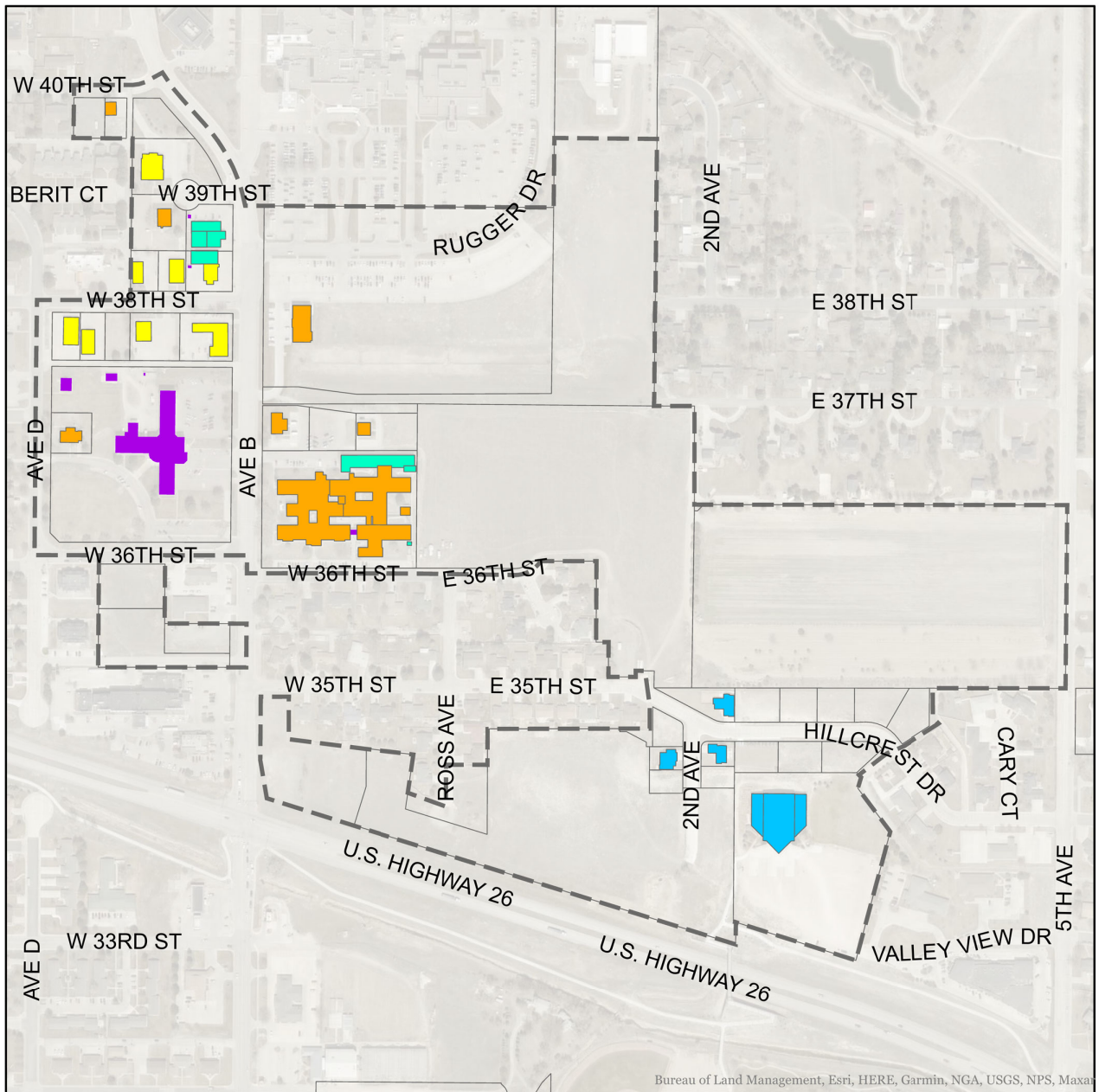
1. Deteriorated or Deteriorating Structures —Exterior Inspection of Buildings

A total of 39 structures were evaluated using the Blighted and Substandard criteria as described on pages 9-11 of this report. Only the primary structures were evaluated under the Blighted and Substandard definition. Any outbuildings/ other structures that were present were not included in the survey. The boundary for the Blighted and Substandard designation includes 39 buildings of known age according to the Scotts Bluff County Assessor's data, with a combined average age of 42.2 years. For structure age see chart below, as well as **Figure 3** (page 18), and **Table 3 (Appendix B)**. Structure condition is summarized in **Figure 4** (page 19). Field surveys confirming Scotts Bluff County Assessor's data concluded that 8% are good, 79% deteriorating (55% are average, 24% are fair), and 13% worn out.

Structures Built Per Year - Scottsbluff Blight Study Area #18

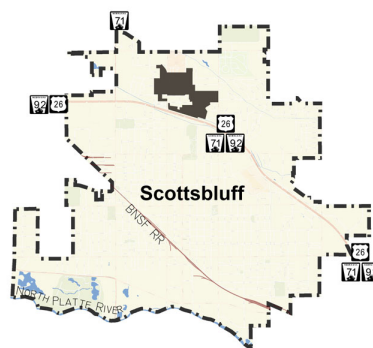


Source: Scotts Bluff County Assessor online database, verified by M.C. Schaff & Associates, Inc., Field Survey, Oct.-Nov. 2023



Structure Age (Year Built)

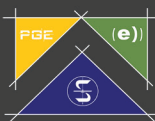
- Before 1964
- 1965 - 1974
- 1975 - 1984
- 1985 - 2004
- 2005 - 2024
- Corporate Limits
- Study Area Parcel
- Study Area #18

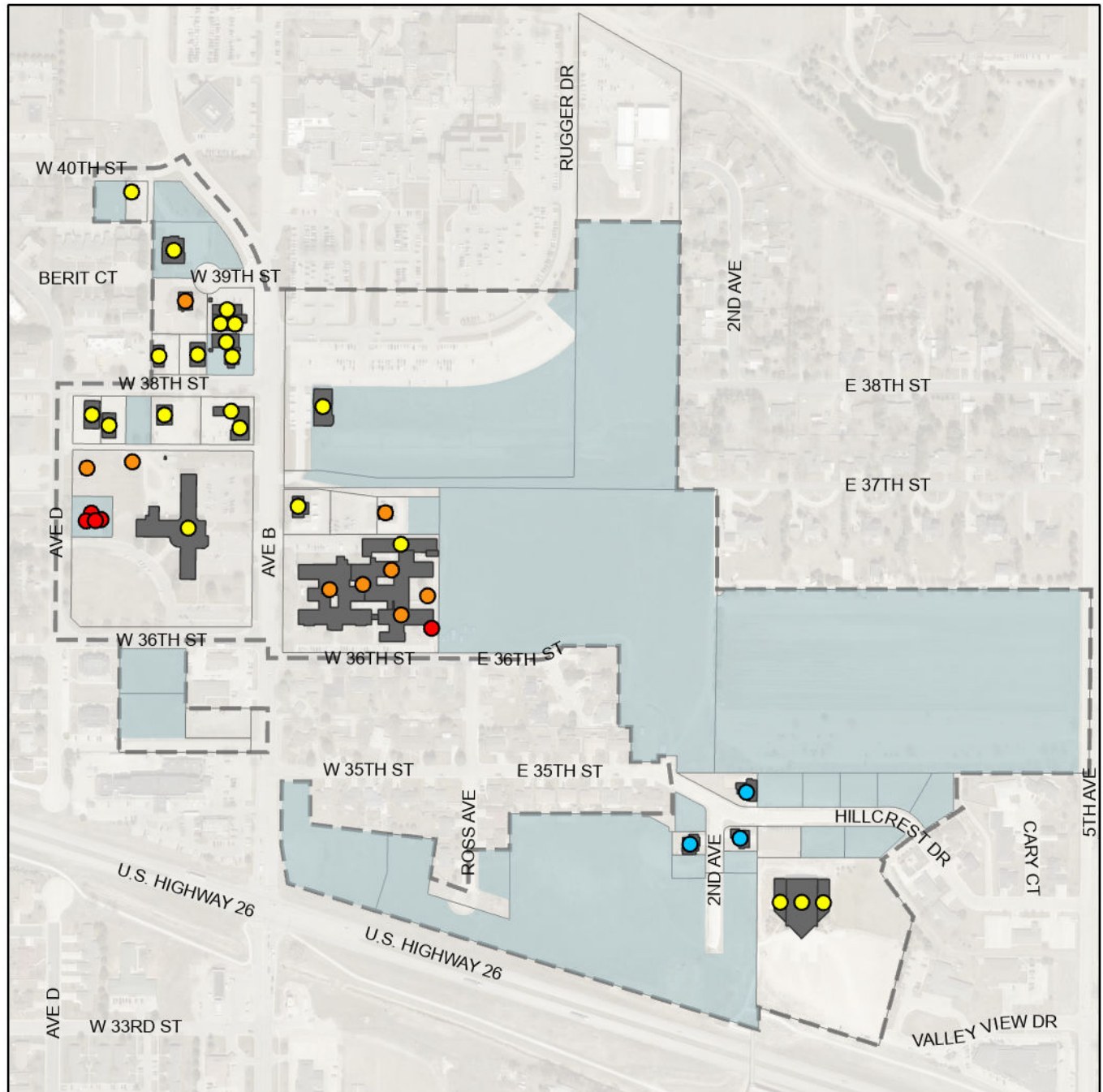


Structure Age

City of Scottsbluff
Scotts Bluff County, NE

Structure age obtained from
Scotts Bluff County Assessor
online data sheets, Oct 2023.





0 125 250 500 750 1,000 Feet

Structure Rating

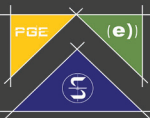
- Sound (3)
- Minor Deficiencies (21)
- Major Deficiencies (9)
- Substandard (5)
- Dilapidated (0)

- Structure Footprint
- Vacant / Undeveloped Parcel
- Study Area Boundary

Structure Condition

City of Scottsbluff, NE

Structure condition obtained from Scotts Bluff County Assessor online data sheets, and adjusted following field verification, Nov. 2023.



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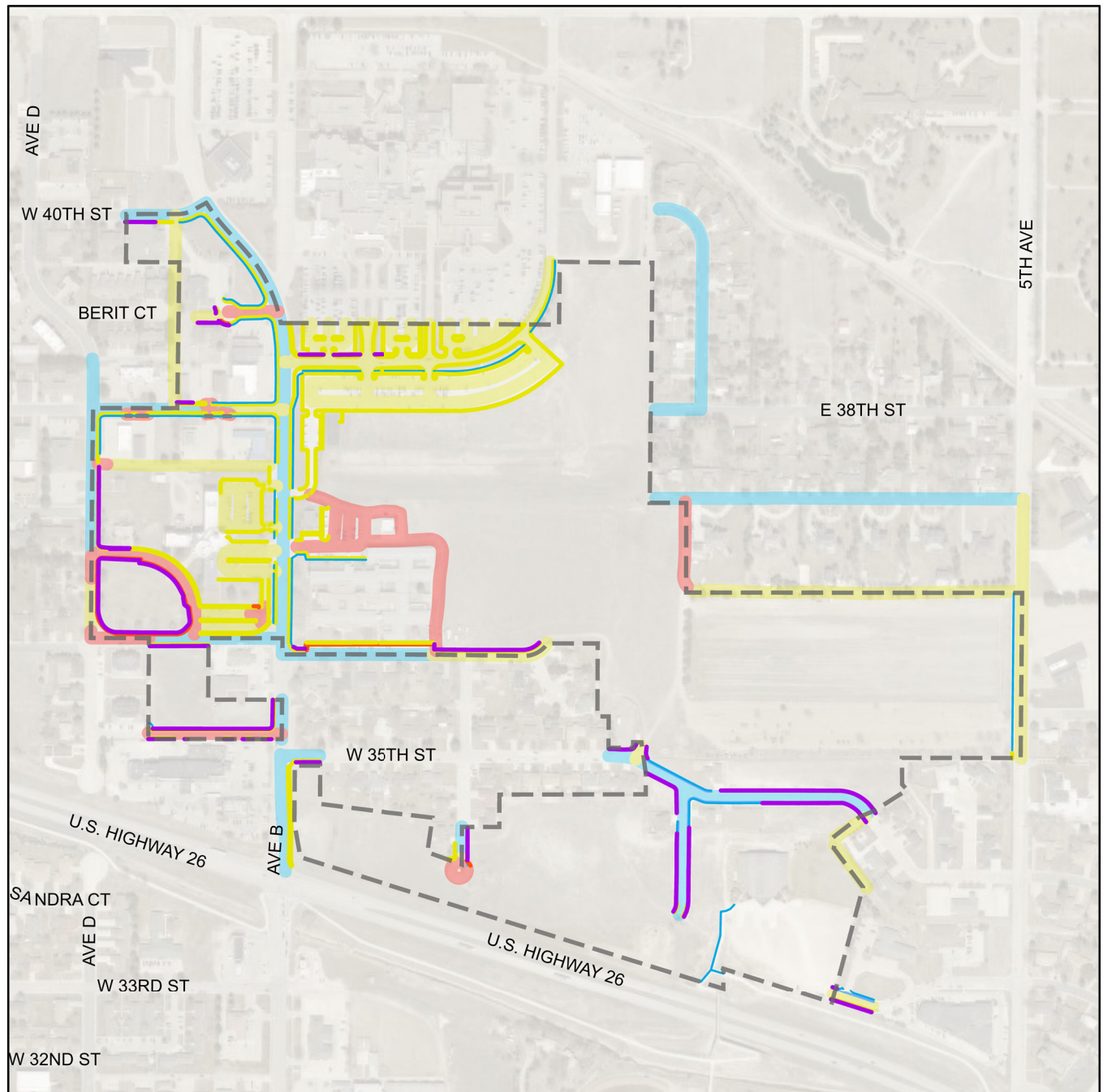
2. Defective or Inadequate Street Layout—Street Conditions and Accessibility

Inadequate infrastructure, street conditions and accessibility as well as inability to safely move traffic through an area is a contributing factor to the blight and substandard conditions. The surface condition of public roads, curb & gutter, and sidewalks in the Study Area, displayed in **Figure 5** (page 25), is fair to good. While many the road surfaces have been maintained to community standards, some alleys and some curb/gutter and sidewalk are deteriorating/dilapidated. The Study Area lacks some alleys, has dead-end alleys in some blocks (alley ROW is incomplete—the alley surface crosses private lots). There is a lack of sidewalks dispersed throughout the Study Area. Following are some exhibited traffic safety and pedestrian experience issues that need be addressed.

- a. While redevelopment will add to traffic counts, consideration should be given to enhancing the pedestrian experience with landscaping. When comparing successive years of aerial photographs, trees planted improperly and subsequently removed has contributed a decline in landscaping.
- b. One property is land locked, not accessible from public roads or streets, served only by non-public unpaved access driveways.
- c. The alley ROW south of Hillcrest accessed from Hillcrest and 5th Avenue is not continuous and crosses private and semi-public property. The platted alley west of 2nd Avenue and south of Hillcrest appears obsolete and inadequate as platted and does not conform to the built properties.
- d. The Study Area contains seven dead ends.
- e. Public sidewalks are provided only partially throughout the Study Area, and some existing sidewalk is in poor condition and in need of replacement. Crosswalk paint is badly worn. One designated crosswalk leads the pedestrian to a curb without a sidewalk. Traffic congestion and lane configuration with lack of pedestrian island or adequate sidewalk/crosswalk contributes to pedestrian challenges for pedestrians attempting to cross Avenue B and or 39th/Rugger in the vicinity of this intersection.
- f. Street, sidewalk, and curb and gutter condition was observed and noted as part of this study.
- g. Unsafe items include aging stop signs, poles constructed in the middle of the sidewalk in at least three separate locations, and infrastructure trip hazards.



Examples of Curb, Gutter, Sidewalk Conditions within the Study Area



0 125 250 500 750 1,000 Feet

Transportation Surface Condition

Street Surface Condition

- Good
- Deteriorating
- Dilapidated
- None

Curb & Gutter Condition

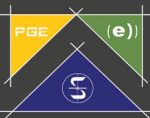
- Good
- Fair
- Poor
- None

Sidewalk Condition

- Good
- Fair
- Poor
- None
- Study Area Boundary

City of Scottsbluff
Scotts Bluff County, NE

Conditions observed during
MCS field survey, Nov. 2023.
Features shown include some
non-public travel ways.



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Examples of Site & Pavement Conditions within the Study Area

3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Faulty lot layout is seen in the following instances:

- Not technically landlocked but the only ROW access platted to Parcel 010108084 necks down to a 5-ft wide strip and serves as a utility ROW. The only accesses to this parcel are across non-public property via unpaved driveways.
- Platted alley appears obsolete as it does not match developed lots in the vicinity southwest of the 2nd Avenue and Hillcrest intersection. Platted alley dead-ends into lot lines to the west and south. No alley has been constructed to service developed lots in this vicinity.
- The platted alleys from both the east and south dead end between parcels 010343709 and 010325085 (south side of Hillcrest). Alley surface crosses these two properties as well as the east edge of parcel 010237054 and the north edge of 010237062.
- Seven developed streets are dead ended with no turnaround.
- An off street parking lot extends into the public street ROW with only a narrow sidewalk barrier, along the north side of 36th Street, west of Avenue B. Along the north side of West 36th Street east of Avenue B, off street parking was viewed to partially block sidewalk despite signage and deteriorated painted separation.

4. Unsanitary or Unsafe Conditions

Age of Structure is a contributing factor to the blighted and substandard conditions in the Study Area with 67% of the structures over 40 years of age. The statute allows the inclusion of this factor, regardless of structure condition, where there is a predominance of structures 40 years of age or older. See **Appendix B—Table 3** for a summary of structure ages. Evidence of pigeon droppings accumulating on and around vacant structures within the Study Area was documented during field survey. Pigeon droppings dirty spaces, do costly deterioration to buildings, and can spread life-threatening diseases, especially to those with immune deficiencies and the elderly. Additionally, two small burn circles, suggesting campfire or dumping of burned material, were identified in weedy vacant property near the dead end of a street in the Study Area.

5. Deterioration of Site or Other Improvements

Debris and Weeds

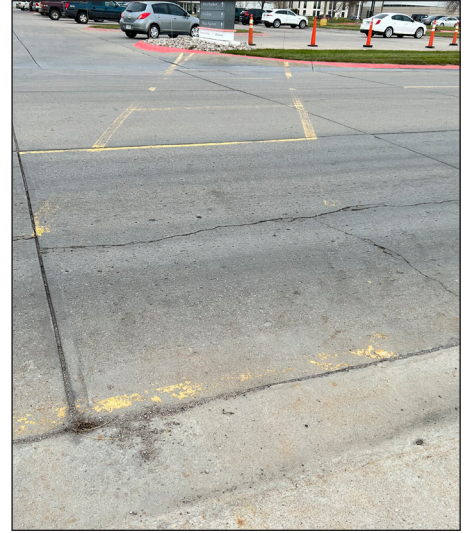
Debris primarily accumulates in open weedy fields, as well as yards, gutters and alleys and is found throughout the Study Area, concentrated around undeveloped and vacant properties. Several significant examples of debris were noted in field observation. This debris included everything from cardboard boxes, to clothing articles and discarded alcohol bottles as well as on-site storage (tires, wood, hay bales, mulch piles, junk) and numerous other items. Numerous (somewhat less severe) debris are present throughout the Study Area, suggesting the problem is growing.



Examples of Sidewalk Conditions within the Study Area



Examples of Parking Conditions within the Study Area



Examples of Alley and Parking Conditions within the Study Area



Examples of Street and Curb & Gutter Conditions within the Study Area



Dilapidated Structures

Structure conditions were examined both using Scotts Bluff County Assessor's online database of building appraisal and confirmed/adjusted through field evaluation. The data and rating system from the Scotts Bluff County Assessor's database was used to evaluate properties in the area, rating structures as either: Excellent, Good, Average, Fair, Badly Worn, and Worn Out. Rating terms are defined as follows:

Excellent: Typically newer construction or property that has been completely upgraded.

Good: Typically no major defects or aging conditions in field analysis.

Average: Typically minor defects showing up, 25% or less of the following—degrading roofing materials, masonry joints in need of tuck-pointing, or small cracks in foundation, broken glass, painted surfaces beginning to peel.

Fair: Similar to Average, conditions are worsening and cover a larger portion of structure.

Badly Worn: Structure is showing many of the conditions mentioned, and extent of aging and deterioration may require demolition to eliminate the conditions.

Worn Out: Aging, deterioration and conditions point toward demolition to eliminate the conditions.



Based on these ratings, it is assumed that Average condition and lower would constitute less than desirable conditions due to age and structure status. It is common for older structures to require considerable maintenance and upkeep to maintain good and excellent condition, while an Average structure can show signs of deterioration that can more quickly become a dilapidated structure if not addressed.



Findings of the study show 8% structures in good condition, 79% deteriorating (fair to average condition), while 13% of the structures are badly worn/dilapidated and pose a threat. Using the above assumptions, overall, 92% of the structures in the Study Area are Average condition or worse.

Sixty-seven (67%) of the primary structures in the Study Area are in excess of 40 years—structures in the Study Area range in age from 6 to 75 years. Thus, structure age and obsolescence *within the Study Area* **is** a contributing condition of blight and substandard.



6. Diversity of Ownership—43 properties with 24 owners.

7. Tax or Special Assessment Delinquency—None identified.

8. Defective or Unusual Conditions of Title—Ownership was identified for all parcels in the *Nebraska Taxes for Scotts Bluff County* online database.

9. Improper Subdivision or Obsolete Platting—Two separate alleys, one with fences built differently than platted parcel lines, and another non-continuous alley, as well as one land locked parcel (only private access) are identified within this factor. These features alone are not substantial, but do contribute to the blighting factor. See **Appendix d—Figure 9** for a current zoning map of the area.



10. The Existence of Conditions That Endanger Life or Property by Fire or Other Causes

Figure 6, on the following page, provides an overview of the blighted and substandard conditions located and photographed during field observations.

Poor Sidewalk and Street Conditions

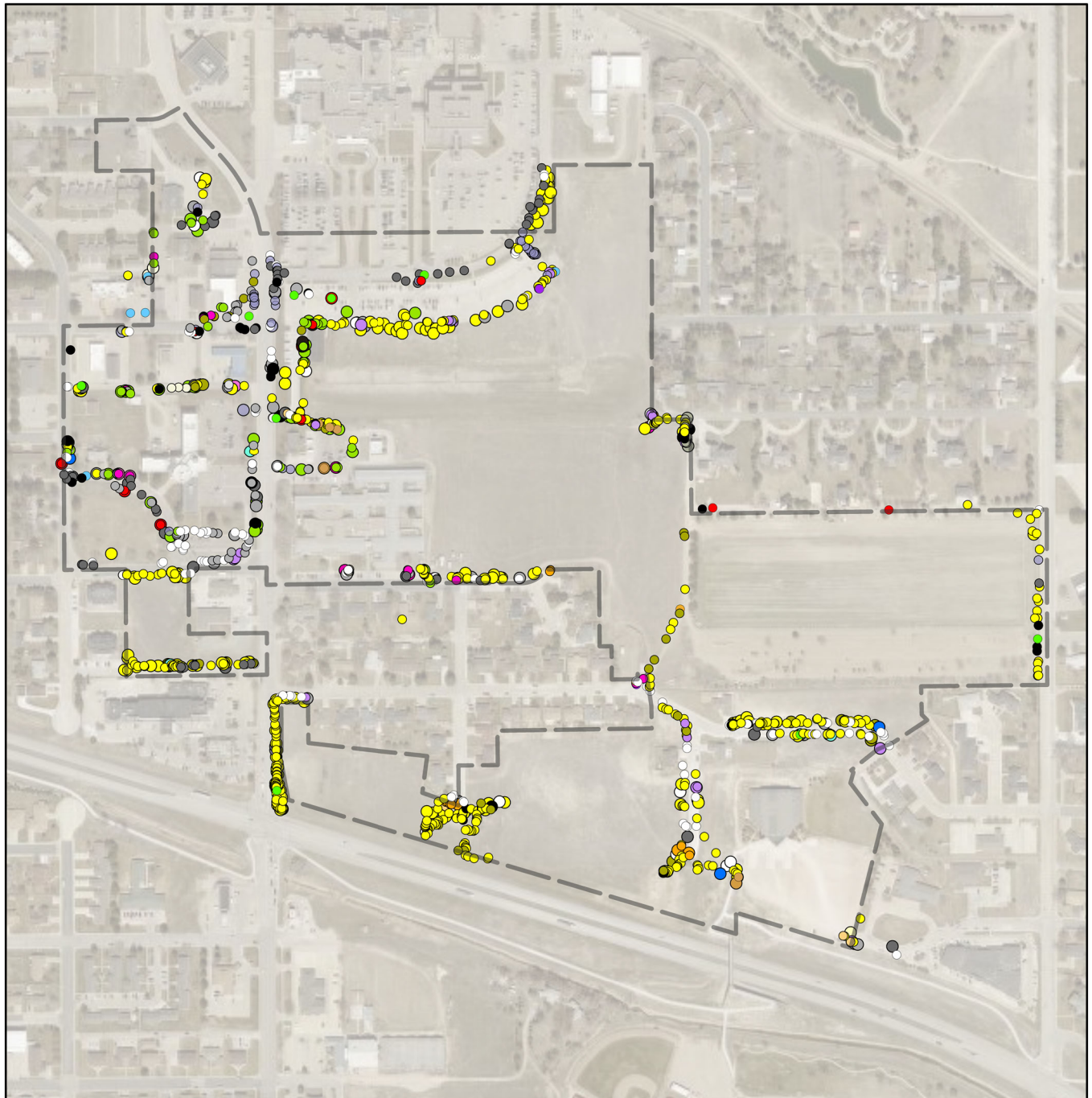
A portion of the Study Area is not serviced with sidewalks. Existing sidewalks vary in condition from excellent to poor. Various parking lot and driveway entrances display prevalent cracking. The condition of the street paving ranges from good to showing signs of age with cracks, gaps and missing pieces. Bituminous street surfaces on West 36th, West 38th, West 40th, and Ave D were chip sealed in 2020. However, many concrete surfaces are aging with substantial cracking found throughout the Study Area. Some street curbs and gutters show signs of aging with settling, cracks and missing pieces in some areas. Otherwise good curb, gutter, and sidewalk pavement along undeveloped neglected properties are being engulfed with weeds and debris. Paved alleys range from minor cracking to patched dilapidated surfaces. These conditions are found in various locations throughout the Study Area.



Poor Surface Drainage

Storm water drainage problems exist in dilapidated and unpaved parking lots and in the vicinity of some dead ends. During field analysis, several areas of standing water were noted as poor drainage exists in localized areas and alleys. Parking lots were noted lacking proper drainage at various locations throughout the Study Area.

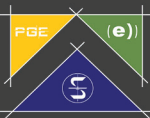




- | | | | | | |
|---------------|-------------|------------------------|------------------|----------------------------|-----------|
| ○ Alley | ● Electric | ● Junk | ● Pests | ● Tires; Tire Next to Bldg | ● Unsafe |
| ● Building | ○ Fence | ● Junk Car | ● Old Sign | ● Dumpsters | ● Vagrant |
| ● Curb/Gutter | ● Flammable | ○ Sidewalk/No Sidewalk | ○ Steps | ● Trash; Debris | ● Weeds |
| ● Dead End | ● Fuel Tank | ● On Site Storage | ● Street | ● Unkempt/Broken | |
| ● Drainage | ● Haybales | ● Parking | ● Street Unpaved | ● Unpaved Parking | |

Conditions observed during
MCS field survey, Nov. 2023

Blighted and Substandard Conditions Locations City of Scottsbluff, NE



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On-Site Storage

The Study Area has sites of outdoor storage, including hay bales, overhead fuel storage tank, tractor tires, (including one stored beside an unoccupied residential home), large piles of mulch near single family dwelling, a potentially abandoned vehicle parked at a dead end. These findings point to an impediment for development or upgrades in the neighborhood and should be evaluated for removal. Some neighborhoods that lack alleys have dumpsters located on the street pavement and/or next to the curb where there is no available sidewalk. Several dumpsters including recycling containers situated in and adjacent to public streets were over capacity and would-be contents littered the surrounding residential neighborhoods.

11. Any Combination of Such Factors—The combination of all blight and substandard conditions found within the Study Area could be considered a factor in substantially arresting sound growth in the area and obsolescence contributes toward an inability of property within the area to compete in the market place.

12. Detrimental to Public Health, Safety, Morals, Welfare in Present Condition

A minimum of at least one of the following factors is required for this condition to be met.

a. Unemployment Rate At Least 100% of State or National Average—could be considered a factor but was not researched beyond determining that the unemployment rate in Scotts Bluff County, NE was 2.6% in 2022—greater than the state of Nebraska average of 2.3%, while the US had an unemployment average of 3.6% for the year.

b. Average Residential and Commercial Structure Age Over 40 Years—is a factor. The median age of the 39 primary non-public structures in the area is **42.2** years. Age of the structures within the Designated Study Area is provided through the Scotts Bluff County Assessor's online database and field verification. Only those structures built before 1984 qualify for the 40 years and older structures designation in the State of Nebraska laws. The Study Area contains 39 structures (**67%**) built before 1984.



c. Subdivided/Platted Property Unimproved for 40 Years—While a majority of the Study Area is unimproved, subdivision of unimproved property took place as early as the late 1990s, and is therefore not considered as a factor.

d. Per Capita Income Level—Per capita income for Scottsbluff in 2022 dollars (2018-2022) is \$31,372. Per Capita Income Level is unknown for the Study Area, which includes a large sized 160-bed nursing facility (with a daily average of 79 residents) and 5 occupied single family homes.

e. Decreasing Population—is a factor. The Study Area contains residential properties, and is located in census tracts all of which the census data reports population from the previous two decennial census. Map **Figures 7-8** provided in **Appendix C** illustrate the 2010 and 2020 decennial census. Based on the data illustrated on the maps, the Study Area and adjacent populated areas display a stable or decreasing population based on the last two decennial census for census blocks covering the Study Area.

Conclusion of Blighted and Substandard Analysis

Based on this analysis, the Study Area meets the criteria of both blighted and substandard conditions. The area displays the presence of criteria required for a finding of a blighted and substandard condition as defined by the State of Nebraska Legislature.

The primary conditions leading to this conclusion include the following Blighted and Substandard Conditions:

- The Study Area has some inadequacies in the form of traffic movement capabilities and real property access. Numerous off-street paved parking areas exist, along with a few interior private drives. While some off-street parking areas and drives are well maintained, several parking areas, driveways and entrances crossing sidewalk travel ways are deteriorating or dilapidated pavement, gravel surfaced or unimproved. Defective or inadequate street layout thus may be considered a factor contributing to blighted conditions in this Study Area.
- The field survey also included an evaluation of the condition of site improvements including street surface conditions, curbs and gutters, street width adequacy, sidewalks, driveways, and off-street parking facilities, sanitary sewer facilities, and drainage facilities, and review of the city's GIS database pertaining to water



distribution, hydrants, and storm water conveyance. In 2016 and 2020, the City undertook citywide chip seal projects to resurface bituminous streets. However, the concrete portions and intersections of side streets and concrete alleys as well as curb and gutter concrete paving shows signs of age with widespread conditions of cracks, gaps, and missing pieces.

- Multiple unpaved parking areas and dead ends within the Study Area have storm drainage issues documented during field survey of the Study Area. Storm water from large paved parking areas is collected into an open channel drainage retention area within the Study Area.
- There is only a partial sidewalk system throughout the Study Area as many areas undeveloped and developed alike lack sidewalks. Deteriorating and dilapidated sidewalks and driveway entrances contribute to generating traffic hazards for children and other pedestrians in this Area as pedestrians are forced to navigate many areas without sidewalks as well as broken pavement and potholes—their safety, well-being and health at risk.
- The Study Area contains many private driveways and off-street parking areas. Private drives and private parking lots are surfaced with concrete, native material or sparse gravel. Many driveways and parking areas, particularly those associated with commercial uses and higher traffic volumes are deteriorating.
- Over half of the Study Area appears unkept and / or contains substantial examples of debris and or extensive unattended vegetation. While there are well maintained properties, these are contrasted with a relatively high level of poorly maintained properties within this Study Area—which represent a considerable blighting factor. The lack of site improvements in various locations throughout the Study Area also serves to be a limiting factor to future development in the Study Area and thus is an additional factor contributing to blight. One of the keys in creating a positive image within an area is exterior maintenance of lots. Perfectly maintained structures can still be seen as deteriorating parts of the community when the exterior and/ or curb appeal is less than desirable. Site improvements such as parking areas range from good to deteriorating to dilapidated. Public alleys, while not directly impacting curb appeal, contribute greatly to one's sense of well being. While alley surfaces may be patched for a relatively smooth ride surface, their dilapidated appearance reflects the neglect seen on the vacant and undeveloped property and badly worn structures—exposed plywood, boarded windows and dilapidating paint.



- The Study Area has numerous lot layout faults in relation to size, adequacy, accessibility or usefulness. The field survey, combined with investigations of property ownership and plat maps indicate that several problem lots exist relative to lot layout, lot size, adequacy, and usefulness within the Study Area, and therefore, may be considered a contributing factor. Faulty lot layout in relation to accessibility or usefulness within this Study Area **may be** considered a factor contributing to blighted conditions in this Study Area.
- Conditions **exist** which endanger life or property by fire and other causes—tractor tires stored directly next to residential structure, fields of full grown weeds and hay bale stacks, above ground fuel dispensing tank, large piles exist in the Study Area.
- Conditions **exist** which are detrimental to the public health, safety, morals and welfare in the present condition with the existence of campfires in undeveloped lots, debris, on-site storage, excessive pigeon droppings, and inadequate drainage. The existence of inadequate surface drainage presents additional threats to health. The lack of sufficient drainage structures allows water to remain in travel ways impairing driveability, as well as ponding and stagnating, creating not only a physical hazard, but also increased potential for multiplying mosquito production, an additional health hazard to area residents.

Blighted conditions that do not appear to be present

- There are not more than half of the plotted and subdivided property that is unimproved, within the city for forty years and has remained unimproved during that time. A large amount of the Study Area has remained unimproved but has not been subdivided.
- Area-wide—diversity of ownership does not appear to be a factor.

Blighted conditions not evaluated

- The per capita income of the area was not studied in depth as a part of this study.
- Defective or unusual conditions of title—none known.
- Beyond a review of the Scotts Bluff online tax data, tax or special assessment delinquency exceeding the fair value of the land was not further evaluated.



Comprehensive Plan / Surrounding Property

According to the City's 2016 Comprehensive Plan, the Study Area is located in the Avenue B & Hospital Campus, extending eastward into the Residential District. The Comprehensive Plan provides the following principles for sustainable development in this area:

Interconnection of Neighborhoods and amenities

- With the completion of the pedestrian bridge over US Hwy 26, transportation amenities in the Study Area should prioritize pedestrians, improving pedestrian and cycling facility network throughout the neighborhood.
- Safe and efficient motorized transportation access to the hospital from major arterials.
- Encourage multi-family residential development adjacent to low intensity commercial areas.
- Coordinate land improvements and expansion of road capacity.

Sustainable development

- Incorporate native species, and natural landscaping for commercial development and campus.
- Natural storm water facilities with high percentage of impervious surfaces.
- Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
- Plan for continuity of street patterns in development.
- Preserve land potentially served by city utilities for short and near term development needs.
- Encourage new development to be contiguous with existing development, planned linkages between roads and utilities.

Access to culture and recreation

- Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares (Avenue B).
- Plan for public access to a park or green space in current and new development. Strive for no one residence to be more than a quarter mile walking distance from recreation facilities.



Strong neighborhoods and places, rooted in our unique character

- Make programs that encourage up-keep of private property and neighborhoods more accessible and better communicated.
- Maintain quiet character of existing contemporary single family residential areas.

The development potential of property is determined by the property conditions themselves, and the conditions of surrounding property. This is particularly true for the Study Area. The Study Area is just north and east of two other blighted and substandard areas (Hwy 71 & 42nd Street as well as Avenue B & 33rd Street).

The Study Area with its many parking areas and hard scape will benefit from implementation of the Comprehensive Plan's sustainable development principles.

Adding the Study Area to the existing nearby blighted and substandard areas is necessary to accomplish the sound redevelopment planning and program of the City to achieve the above principles of sustainable development from the City's Comprehensive Plan. This will enhance the development potential of the Study Area.



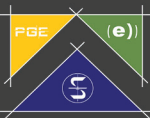
Blighted and Substandard Area Declaration

Based on the findings in this report, the Study Area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law. This finding will make this area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be composed in a manner consistent with the City of Scottsbluff Comprehensive Plan.





appendix



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The referenced Study Area, in the city of Scottsbluff, Nebraska, includes the following identified Parcels with their legally described Additions, Blocks and/or Lots, and unplatted lands:

Parcel	Legal Description
010000073	LT 1, BLK 8, NORTHERN HEIGHTS ADD
010000074	LT 2, BLK 8, NORTHERN HEIGHTS ADD
010000075	LT 3, BLK 8, NORTHERN HEIGHTS ADD
010000076	LT 4, BLK 8, NORTHERN HEIGHTS ADD
010000077	LT 5, BLK 8, NORTHERN HEIGHTS ADD
010000078	LT 6, BLK 8, NORTHERN HEIGHTS ADD
010000079	LT 3, BLK 9, NORTHERN HEIGHTS ADD
010000080	LT 2, BLK 9, NORTHERN HEIGHTS ADD
010000081	LT 1, BLK 9, NORTHERN HEIGHTS ADD
010000082	LT 1, BLK 5, NORTHERN HEIGHTS ADD (Unknown Ownership)
010000083	LT 2, BLK 5, NORTHERN HEIGHTS ADD
010000084	LT 15, BLK 2, NORTHERN HEIGHTS ADD
010000085	LT 14, BLK 2, NORTHERN HEIGHTS ADD
010000086	LT 13, BLK 2, NORTHERN HEIGHTS ADD
010108084	TR 3, BLK 1, ROSS THIRD SUB
010122338	LT 1, BLK 3, COPPOM SUB REPLAT
010122354	LT 2, BLK 3, COPPOM SUB REPLAT
010122370	LT 12, BLK 2, GEORGE BALTES ADD
010122389	LT 13, BLK 2, GEORGE BALTES ADD
010141871	TR 1, EX S 4.5', ROSS THIRD SUB
010141898	LT 2A, BLK 1, ROSS THIRD SUB RPLT TR 2 BLK 1
010162135	LT 19, BLK 2, GEORGE BALTES ADD
010219412	LT 18A, SUB OF LTS 2 & 18, BLK 2, GEORGE BALTES ADD
010219501	LT 18B, SUB OF LTS 2 & 18, BLK 2, GEORGE BALTES ADD
010225803	LT 3, BLK 2, GEORGE BALTES ADD
010231943	LT 6, BLK 1 MEDICAL ARTS REPLAT
010234551	LT 4, BLK 2, GEORGE BALTES ADD
010237054	PT S 1/2 NE, 14-22-55 UNPLATTED LANDS (13.10)
010237062	PT E 25AC OF S 909.5' OF S 1/2 NE 14-22-55 UNPLATTED LANDS (16.19)
010237070	SE(N OF SCB DR) 14-22-55 UNPLATTED LANDS (13.41)
010245189	LTS 3 & 4, BLK 1, MEDICAL ARTS REPLAT
010268669	LT 1-2, BLK 1, MEDICAL ARTS REPL
010270337	UNIT C (COMMON AREA) LT 7, BLK 1, MEDICAL ARTS REPLAT
010272380	LT 5, BLK 1, MEDICAL ARTS REPLAT
010279075	LT 2, BLK 1, RUGGERS HOSPITAL ADD SUB OF BLK 1 (PT EXEMPT-PARKING LOT)
010294074	LTS 1 & 3, BLK 2, MEDICAL ARTS REPLAT (PARTIALLY EXEMPT-ST MARY'S)
010305114	LT 2, BLK 2, MEDICAL ARTS REPLAT
010322469	LT 7A, BLK 1, NORTHERN HEIGHTS ADD BY FOOS REPLAT
010327797	BLK 3, RUGGERS HOSPITAL ADD (PT EXEMPT-HELICOPTER HANGAR & STORAGE)
010335161	LT 2B, BLK 1, ROSS THIRD SUB RPLT OF TR 2, BLK 1
010343709	BLK 10, NORTHERN HEIGHTS ADD BY FOOS (CHURCH - 300 VALLEY VIEW DR)
010346430	LT 1B, BLK 1, HENRY GRITZFELD ADD SUB OF BLK 1
010346449	LT 1C, BLK 1, HENRY GRITZFELD ADD SUB OF BLK 1

The **primary streets and roads** within the Study Area include:

E—W: 39th Street, 38th Street, 37th Street (Alley), 36th Street, 35th Street, Hillcrest Drive

N—S: Avenue B, Avenue D, Ross Avenue, 2nd Avenue, Rugger Drive

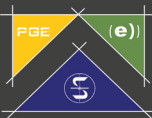
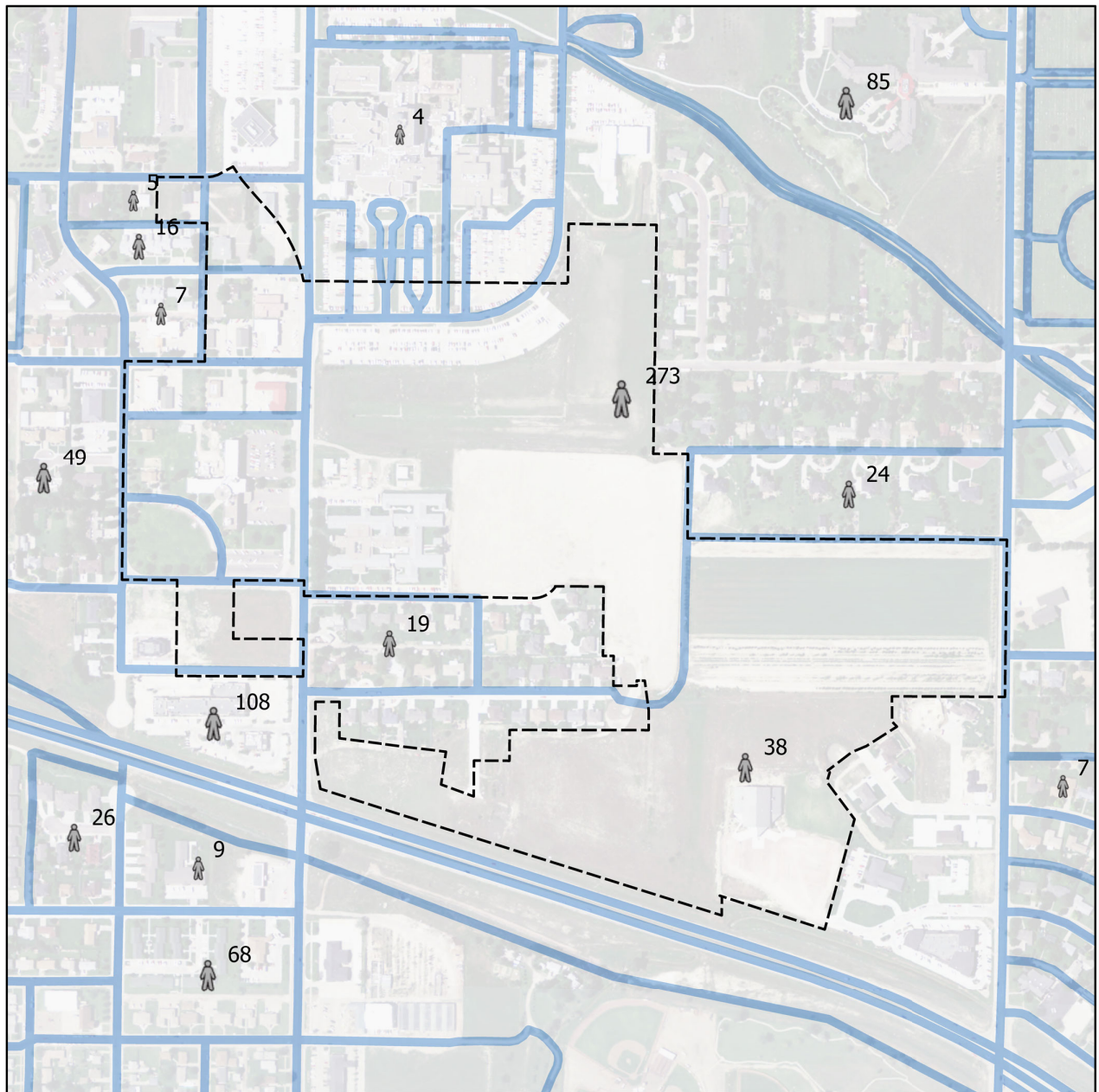


Table 3
Structure Effective and Cumulative Ages - Blight Study Area #18
Scottsbluff, Nebraska

Year Built	Effective Age	No of Units	Cumulative Age
1949	75	3	225
1968	56	5	280
1970	54	5	270
1971	53	1	53
1972	52	2	104
1973	51	1	51
1980	44	2	88
1981	43	5	215
1982	42	1	42
1983	41	1	41
1992	32	3	96
1994	30	1	30
2000	24	3	72
2005	19	3	57
2015	9	1	9
2017	7	1	7
2018	6	1	6
Total Cumulative		39	1646
Average Age			42.21

Source: Scotts Bluff County Assessor online database
 confirmed by M.C. Schaff & Associates, Inc., Field Survey, November 2023



2010 US Census Block Population

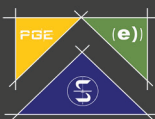
Study Area
 2010 US Census Blocks

City of Scottsbluff
 Scotts Bluff County, NE

Data Sources:

Population: 2010 US Census Blocks and
 Block Level Population Data from www2.census.gov

Imagery: Farm Service Agency (FSA) 2010 Imagery, Acquired on June 15-16, 2010
[ftp://dnrftp.dnr.ne.gov/pub/data/CoqArea/Band4_NE_1m_2010/41103/](http://dnrftp.dnr.ne.gov/pub/data/CoqArea/Band4_NE_1m_2010/41103/)



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Blight Study | City of Scottsbluff, NE

page 40



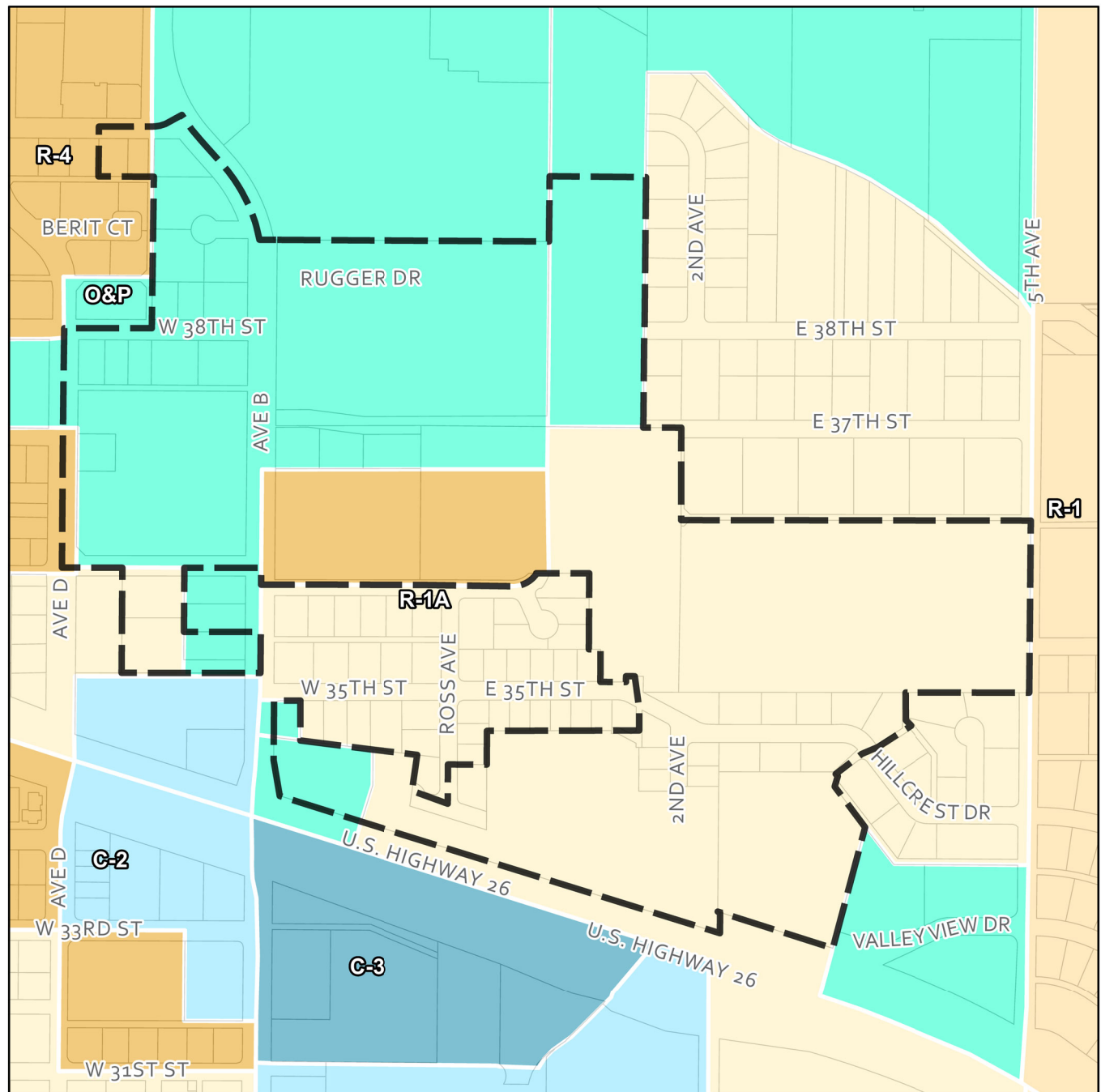
2020 Census Blocks

2020 US Census Block Population

City of Scottsbluff
Scotts Bluff County, NE

Imagery: Esri, USDA NAIP, July 2014





0 125 250 500 750 1,000 Feet



Study Area #18



Neighborhood Commercial (C-2)



Heavy Commercial (C-3)



Office & Professional (O-P)



Single Family Residential (R-1)



Multi-Family Heavy Density (R-4)

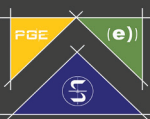


Single Family Medium Density (R-1A)

Existing Zoning

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Zoning: City, 2023
Parcels: Scotts Bluff County, 2021



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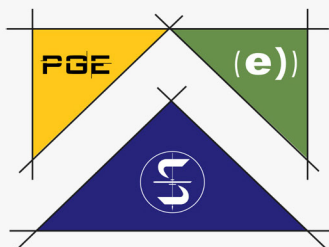
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2116 Pioneer Avenue, Cheyenne, Wyoming 82001
Phone (307) 635-2828 Fax (307) 635-9902

RESOLUTION 24-02

**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF
SCOTTSBLUFF, NEBRASKA:**

Recitals:

a. The question of whether the “Redevelopment Area,” as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the “Act”) has been submitted to the Planning Commission.

b. The “Redevelopment Area” encompasses the following area in Scottsbluff, Nebraska: properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north—central portion of Scottsbluff, containing approximately 103.09 acres. The Redevelopment Area is more particularly described in the Study (as defined below).

c. The Planning Commission has received and reviewed Study Area #18, Blight & Substandard Determination Study, dated November 2023 by MC Schaff & Associates. (the “Study”).

d. The Planning Commission conducted a public hearing on May 13, 2024 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted as those terms are defined in the Act.

e. The Planning Commission considered the Study and the comments at the public hearing in formulating its recommendation to the City Council.

Resolved:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

2. The Planning Commission recommends to the City Council that the City Council declare the Redevelopment Area as substandard and blighted and in need of redevelopment.

3. All prior resolutions of the Planning Commission in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 13, 2024

**PLANNING COMMISSION OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

By: Becky Strade

Chair

ATTEST:

By: [Signature]

Recording Secretary

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 8.b

Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the vicinity of east 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff is substandard and blighted.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 6/3/2024

AGENDA TITLE: Council to conduct a public hearing set for this date at 6:00 PM for the purpose of reviewing and obtaining comment on the question of whether properties and tracts of land within the vicinity of east 5th Avenue, west of Circle Drive, south of E 27th Street, and north of E 26th Street in the central portion of Scottsbluff is substandard and blighted.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services, Economic Development

PRESENTATION BY: Zachary Glaubius, Development Services Director & Sharaya Toof, Economic Development Director

SUMMARY EXPLANATION: The Planning Commission reviewed and approved the resolution recommending the City Council declare Study Area 19 as blighted and substandard.

BOARD/COMMISSION/STAFF RECOMMENDATION: Approval
Does this item require the expenditure of funds? _____yes _____x_no
Are funds budgeted? _____yes _____x_no

If no, comments: _____
Estimated Amount _____
Amount Budgeted _____
Department _____
Account Description _____

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) _____
Staff Report, Blight Study

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: April 29, 2024 For Hearing of: May 13, 2024



I. GENERAL INFORMATION

- A. The City of Scottsbluff requested MC Schaff and Associates to conduct a blight study in an area in proximity of 5th Avenue and 27th Street (see page 4)
- B. At the time of the study, the blighted and substandard area in the city comprises of 1,177.2 acres or 27.5%.
 - i. This does not include the recent annexation of Triple Peaks and ratification of the blighted and substandard conditions of the subdivision.
 - ii. The City GIS Department finds the blighted and substandard area in the city comprises of 1,233.58 acres or 28.75%.
 - 1. This includes Triple Peaks and ratification.
- C. Study 19 consists of 7.51 acres and will increase the percentage to 28.92%. (31.33% including Study Area 19)
 - i. A maximum of 35% of a first-class city can be blighted per Nebraska State Statutes.
- D. The study concludes the area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law.
 - i. The area must meet at least one of the conditions listed on pages 6-9.

II. STAFF COMMENTS

- A. Staff selected this area due the reasons listed on page 10.
- B. With Study Area 19 designated as blighted and substandard, developers/property owners will be able to apply for TIF for redevelopment. With TIF available, the developer can make necessary improvements to develop the area, extending utility lines and streets with in the area.
- C. A resolution will be required for Study Area #19 acknowledging that he Planning Commission has considered the slight and substandard study at a public hearing formulating its recommendation to the City Council.

III. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Blight and Substandard Study for Area #19.



STUDY AREA #19

BLIGHT & SUBSTANDARD DETERMINATION STUDY City of Scottsbluff, NE



PRESENTED TO
City of Scottsbluff
Community Redevelopment

PREPARED BY
M.C. Schaff & Associates, Inc.
818 South Beltline Highway East
Scottsbluff, NE 69361

PROJECT
RM230255-00
November 2023



Purpose of this Analysis

The Blighted and Substandard designation opens the door for stimulating new development and allowing developers, in fact all citizens, the ability to make significant public improvements related to their project. The mechanism allows property owners the use of real estate property taxes (normally paid to other government agencies) for improvements including land acquisition and site preparation. Tax money can be used up to 15 years for this purpose.

This designation allows use of most of the new taxes generated by way of redevelopment. An owner pays the property tax but it is “refunded” for the purpose of land acquisition, site preparation and placing public improvements on the site. The program has worked well for Scottsbluff’s downtown and more recently, the Reganis Auto Dealership, hotel adjoining the dealership, and the Monument Mall. So, while the term may seem objectionable, the results can be very positive for the entire community.

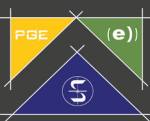
The Nebraska Unicameral enacted legislation which addressed the existence of areas within communities that needed incentives to redevelop. These areas tended to be older and out of date. Often spotty improvements had been made but the general condition was not attracting expansion of existing business nor new development and investment. On its face, this appeared to be true of the Study Area shown in **Figure 1** on page 4, so a decision was made to give the area a closer look.

The purpose of this analysis is to identify and determine if an area within the City of Scottsbluff, Nebraska should be considered blighted and substandard under the criteria for such areas as set forth in the Nebraska Community Development Law, Section §18-2103. This Scottsbluff Blight and Substandard Study is intended to provide the Scottsbluff City Council the basis for determining the existence of blighted and substandard conditions within Scottsbluff’s corporate limits. Through this process, the City attempts to eliminate economic and/or social concerns that are detrimental to the future public health, safety, morals, and general welfare of the entire community. This study examines conditions relating to buildings, land use, and infrastructure within the Study Area to determine areas eligible for redevelopment under Nebraska Community Development Law.

Like other areas designated as Blighted and Substandard, a portion of the Study Area has not kept pace with overall community standards while other areas in the community have seen steady growth and development. The Community Development Law enables cities to take steps to address various forms of decline through acquisition, clearance, and disposition of property for redevelopment or through the conservation and rehabilitation of property.

This study examines existing conditions of land use, buildings, infrastructure, development patterns and general health, safety welfare aspects within the designated Study Area in the City of Scottsbluff. This has been done in an effort to determine its eligibility for redevelopment activities. The proposed Study Area #19 analyzed in this report is generally described as being near the center of the community, between 5th Avenue and Circle Drive, and between 26th and 27th Streets. A number of opportunities for redevelopment exist to allow the community to overcome some of the challenges in the Proposed Study Area #19.

Generally, the block contains some long-standing successful commercial businesses on the north and aging multi-family residential housing on the south which provides a buffer between the heavily traveled 27th Street and single family residential. Reinvestment in much of the Study Area is falling behind and is not on par with the overall community growth and level of private investment. Some properties in the Study Area have been allowed to rapidly decline due to a number of challenges. The Study Area is just west of a large area that has been previously designated as blighted and substandard. Study Area #19 appears to be an excellent opportunity to provide incentives triggering new activity where adequate market forces are not present to move development in a positive direction.





Nebraska Revised State Statutes

Nebraska's Community Development Law clearly provides guidelines for communities to address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas as well as the prevention and elimination of substandard and blighted areas. This tool is provided in Neb Rev Stat §§18-2101 to 18-2154.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements."

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community.

Nebraska Revised Statute §18-2105 grants authority to the governing body to formulate a redevelopment program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

The law states that there are a number of reasons an area goes beyond remedy and control solely by the regulatory process and cannot be dealt with effectively by ordinary police powers or ordinary operation of private enterprise without aid. Such things as overcrowding, unsafe, unsanitary conditions, inadequate planning, lack of proper

light, air and open space, defective design and arrangement of buildings, faulty street layout and economically undesirable land uses are among the reasons.

The law goes on to provide the city with the ability to declare an area blighted and substandard followed by creating a workable program to utilize private and public resources to address specific conditions to be improved. The statute provides a means for the governing body to address and develop strategies for rehabilitation and redevelopment of the community. The main substance of a workable program is an adopted redevelopment plan for the defined area based in part on an adopted comprehensive plan.

Implementing this strategy for a Designated Study Area is intended to give the Community Redevelopment Authority and City Council a basis for determining the existence of blight and substandard conditions within the delineated Study Area. The general area considered for inclusion in the Study Area is shown in **Figure 1. Study Area #19** on page 4 of this report, with the area boundary described on pages 5-6. Parcel numbers with legal descriptions are provided in **Table 2**, located in **Appendix A**. The Study Area can generally be described to include land bounded by 27th Street on the north, 5th Avenue on the west, 26th Street on the south, and Circle Drive on the east.

The study looks at existing land-uses, platting, structures and infrastructure systems to determine whether Study Area #19 or a part of it meets the statutory requirements for the designation as a Blighted and Substandard Area. With the growing interest and use of this valuable tool the State has taken an increased interest in assuring all using the tool use it in accordance with the statutes. For this reason, it is imperative the City of Scottsbluff closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this study will serve to guide the general redevelopment. The previously approved 2016 Comprehensive Plan and this Blighted and Substandard Study will present appropriate land uses, strategies for improved traffic circulation, economic development activities, and utilities and other improvement in accordance with the law.

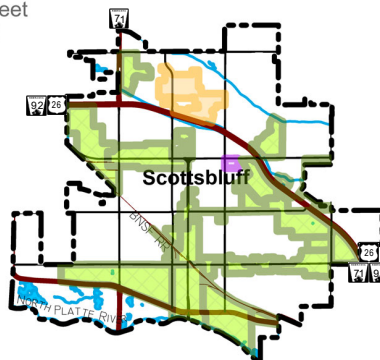


Examples of Structural Conditions within the Study Area



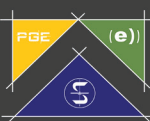
- Existing Redevelopment Areas
- Study Area 18
- Study Area 19
- Corporate Limits

Data Source:
Aerial: Scotts Bluff County, 2023



Study Area #19

City of Scottsbluff
Scotts Bluff County, NE



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Blight Study | City of Scottsbluff, NE

page 4

Redevelopment Study Area (Site 19): The redevelopment Study Area consists of properties within the vicinity east of 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street, in the central portion of the community. The site contains approximately 7.51 acres and is more particularly described as:

Situated in the northwest quarter of the northwest quarter of the northwest quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

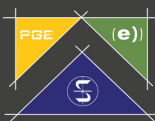
Beginning at the intersection of the centerlines of East 27th Street and 5th Avenue;

Thence easterly on the center line of East 27th Street to its intersection with the center line of Circle Drive;

Thence southerly on the center line of Circle Drive to its intersection with the center line of East 26th Street;

Thence westerly on the center line of East 26th Street to its intersection with the center line of 5th Avenue;

*Thence northerly on the center line of 5th Avenue to its intersection with East 27th Street, said point being the Point of Beginning—said redevelopment Study Area containing an area of **7.51 acres**, more or less.*



The requirements for detailed planning beyond the Comprehensive Plan treatment include but should not be limited to:

1. Boundaries of the area, existing land use and condition of improvements
2. A land-use plan
3. A map showing population density, land coverage and building concentrations
4. An outline of proposed changes in ordinance, layout or other related ordinances
5. A site plan of the area
6. A statement outlining any additional public facilities or utilities required to support new land uses after redevelopment.

The Blighted and Substandard study highlights locations and opportunities for improvement and revitalization. Once the area is designated, the City can guide future development in this area and provide financial incentive for development. Using the Nebraska Community Development Law, the City can reduce or eliminate factors impeding redevelopment and implement programs or projects to improve conditions and minimize the negative impacts of blight and substandard conditions.

Substandard and Blight Eligibility Analysis

Substandard and Blight Definitions and Explanation

Substandard areas are defined by State Statute **§18-2103(31)**, as the following:

“Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

Blighted areas are defined by State Statute **§18-2103(3)**, as the following:

“Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and

*(b) in which there is **at least one** of the following conditions:*

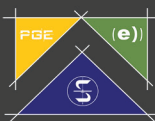
(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;”



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The following are the specific definitions of “substandard” and “blighted” according to Nebraska State Law. These definitions serve to be the basis of this entire analysis and each portion of the definitions are examined individually throughout this document.

Substandard Area Definition

By statute a substandard area means one where a predominance of building or improvements (residential or nonresidential) having one or more of the following characteristics:

1. **Dilapidating or deteriorated**
 - a. Unacceptable standard for walls, foundation, roof, gutters, roof surface, chimney, fire escapes, weatherizing, steps, exterior paint and site conditions. Chipping, cracks, loose components, missing pieces, sags and other signs of substandard condition all qualify for this condition.
2. **Age (obsolescence)**
 - a. A 40 years or more criteria was used for estimate.
3. **Inadequate ventilation, light, air, sanitation, or open spaces**
 - a. Things like junked cars and other accumulated debris, antiquated infrastructure, unpaved parking, outdoor storage
4. **Other conditions**
 - a. High density population or overcrowding (census)
 - b. Other conditions which could be unsafe or unsanitary endangering life or property.
 - c. Any combination of factors conducive to poor health, disease, mortality, delinquency or crime. Any combination that is detrimental to public health, safety, morals or welfare. This may include inadequate infrastructure as well as statistical data.

Structural conditions were evaluated using the U.S. Department of Housing and Urban Development standard definitions:

No Problem

- No structural or aesthetic problems are visible

Adequate Condition

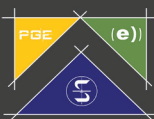
- Slight damage to porches, steps, roofs
- Slight wearing of mortar between bricks/stone/block
- Small cracks in walls or chimneys
- Cracked windows
- Lack of paint
- Slight wear on steps, doors and frames

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing material in parts of the foundation, walls (1/2 of the wall) or roof (1/4 of the roof)
- Shaky, broken, or missing steps or railings
- Numerous missing and cracked window panes
- Rotted or loose windows or doors no longer water-proof

Dilapidated Condition

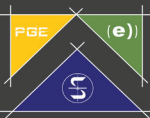
- Holes, open cracks, rotted, loose or missing material over a large area of the foundation, on wall or on roof
- Substantial sagging of roof, floors, or walls
- Extensive fire, flood, or storm damage
- Inadequate original construction such as building elements made of scrap materials or conversion of structures not adequate for housing.



Blighted Area Definition

The blighted area designation is based on a number of criteria or indicators of substandard conditions. These are specified in the law and outlined below.

1. The presence of a substantial number of deteriorated or deteriorating structures. This takes the form of structural problems, exterior paint, cracks, chimney, site conditions, roof and similar problems with the building.
2. Existence of a defective or inadequate street layout. This includes dead ends, railroad crossings, linear downtown, narrow alleys and blind crossings, as well as poor vehicular access and/or internal circulation, substandard parking definition and parking layout (lack of curb cuts, awkward entrance/exit points), offset or irregular intersections, substandard or nonexistent pedestrian circulation.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness. Such things as landlocked parcels, odd shaped lots, undersized lots, and poor accessibility.
4. Unsanitary or unsafe conditions. Examples here include age and physical condition of structures, buildings located within the flood plain, lack of public infrastructure, unsanitary conditions and ventilation. Additional examples include graffiti or other forms of vandalism or vagrant activity, poorly lit and unlit areas, the existence of trash or debris or weeds, abandoned vehicles, uneven grading or steep slopes, environmental contamination, cracked or uneven sidewalks, a high incidence of reported crime.
5. Deterioration of site or other improvements. Such things as off-street parking, poor storm drainage, junk cars, dilapidated structures, neglected properties, debris, on-site storage, unscreened trash or mechanical storage areas, deterioration of parking surfaces, lack of landscaping, general site maintenance problems are examples.
6. Diversity of ownership. This condition exists when numerous lots are needed to develop to up to date standards. Assemblage is difficult without some form of public assistance.
7. Tax or special assessment delinquency exceeding the fair value of the land.
8. Defective or unusual conditions of title. Liens, improper filings are examples.
9. Improper subdivision or obsolete platting. Examples include undersized lots, improper zoning, lot configuration, easements and accessibility are problems that often are present.
10. The existence of conditions which endanger life or property by fire or other causes. Such things as inoperative infrastructure, site access, on-site storage, secluded areas for pests to thrive, poor surface drainage, poor street and poor sidewalk condition are examples.
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability. Here incompatible land uses, obsolescence and inability for a property to compete in the market place.
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - a. Unemployment in the area at least 100% of state or national average census data
 - b. The average age of residential and commercial units is over 40 years as determined by field observations
 - c. More than half of the plotted/subdivided property has been unimproved for 40 years using public record
 - d. Per capita income of the area is lower than the average of the city from census data.
 - e. The area has a stable or declining population based on the last two decennial censuses.





Analysis Approach

The approach and methodology utilized by M.C. Schaff & Associates, Inc. in conducting the Blighted and Substandard Area Determination Analysis included an assessment of all factors listed in the Nebraska Community Development Law as factors that indicate or contribute to making an area blighted and substandard. Data relating to factors such as building condition, building age, site conditions, adequacy of building sites, condition of public improvements, and unsanitary or unsafe conditions were developed through detailed exterior structural field surveys on a structure by structure basis and through collection of data on a unit by unit basis available from public records at the Scotts Bluff County Courthouse and via their online databases. Data relating to other factors such as the adequateness of street layouts, lot layouts and overall subdivision design were investigated on an area-wide basis.

Assessment of potential blighting factors stemming from diversity of ownership and tax or special assessment delinquencies were conducted through evaluation of courthouse and online county records for all property within the analysis area, referred to as the Study Area. The valuation, tax amount and any delinquent amount was examined for each of the properties, and public records were examined to determine the number of property owners in the Study Area.

Additional Public Intervention Necessary

Although the presence of one or more of these substandard or blighting conditions may make it appropriate to declare an area substandard and blighted under the Statue, this analysis was conducted on the basis that additional public intervention over and above the exercise of the police power is necessary to overcome the problems that exist in any substandard and blighted area.

Analysis of the Study Area

Scottsbluff Designated Study Area #19

The Designated Study Area selected by the City for evaluation is within the corporate limits, and is made up of various light commercial, vacant property, and multi-family uses. Single family residential surrounds much of the Study Area, while it is bordered on the east by office and professional uses. This particular area was selected for several reasons.

1. The area is within an active commercial corridor.
2. There is a need to improve infrastructure due to substandard existing conditions.
3. There is obvious economic decline and functionally obsolete uses within the area. Properties are no longer suitable for their intended use due to outdated design, systems, equipment.
4. There is the presence of blighted and substandard characteristics within the area.
5. A need is apparent for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support private redevelopment efforts.
6. The proximity of the Study Area to one other blighted and substandard area.

The City is in a position to remove negative factors and implement programs and projects to improve conditions thereby removing the blighted and substandard conditions. This not only benefits the corridor/Study Area but the entire community through private reinvestment and enhanced quality of life.

The field survey of the Study Area within the City was conducted in November-December 2023 to determine if this area, in fact, has experienced structure and/or site deterioration or if the area is experiencing other negative influences that decrease the potential for redevelopment or new development. The following information describes this Study Area in detail, as well as, specifying the methods and procedures used to determine whether this Study Area should be declared blighted and substandard under the Nebraska Community Development Law.

The Study Area's northeast corner is one property away from the Blighted and Substandard Area #7.

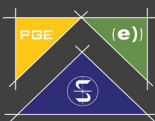
The total acreage within the City of Scottsbluff corporate limits is **4274.93 acres**. Currently, the city has approximately **1177.2 acres** designated as "Blighted and Substandard", approximately **27.5%** of the City's total acreage. The proposed additional "Blighted and Substandard" area consists of **7.51 acres**. This proposed area, if designated as "Blighted and Substandard", will add **0.176%** of the corporate limits to the total Blighted and Substandard area bringing it to **1184.7 acres** or **27.7%** of the total area of the City of Scottsbluff. This remains well within the allowed **35%** providing future opportunity to add more.

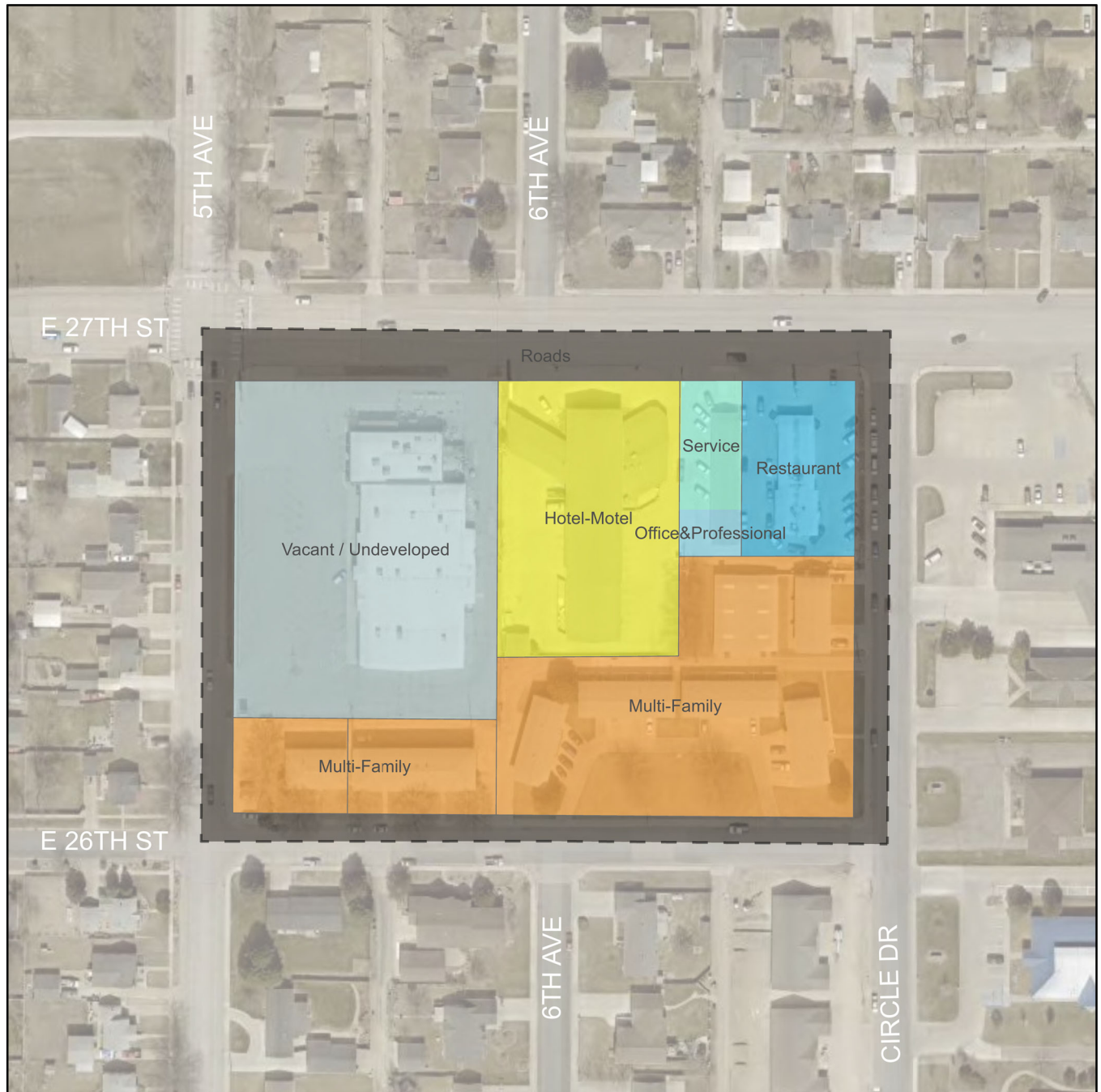
Existing Land Use

The land uses that now exist within the Study Area are depicted on **Figure 2. Existing Land Use** (page 11), and can be placed in five (5) categories, including:

- Commercial Service, Retail, Restaurants
- Office & Professional
- Multi-Family Residential
- Public Streets and Alleys
- Vacant / Undeveloped Land

The land uses in Study Area #19, shown in **Figure 2** on the following page, are analyzed further in **Table 1** (page 12), which provides the breakdown of land uses, acreages, and the total acreage within this Study Area.





- | | |
|----------------------|--------------------------|
| Study Area | Office & Professional |
| Vacant / Undeveloped | Restaurant |
| Streets & Alleys | Multi-Family Residential |
| Hotel-Motel | Parcel |
| Service | |

Existing Land Use

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Land Use: MCS Field Survey, 2023
Parcels: Scotts Bluff County, 2021
Aerial: Scotts Bluff County, 2023

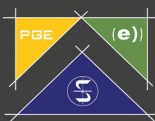


Table 1**Existing Land use - Scottsbluff Blight Study Area #19
Scottsbluff, Nebraska**

Land Use Category	Blight Study Area 19	
	Area (Acres)	Percent of Total Area
Office & Professional	0.06	1%
Commercial	1.67	22%
<i>Restaurant</i>	0.43	6%
<i>Service</i>	1.24	17%
Residential	2.13	28%
Public Streets & Alleys	1.74	23%
Vacant / Undeveloped Land	1.91	25%
	7.51	

Source: M.C. Schaff & Associates, Inc., Field Survey, November-December 2023

Multi-Family Residential is the largest land use in the Study Area. This use comprises 2.13 acres, or 28.3% of Study Area #19. The second largest land use in Study Area #19 is that of vacant property. This use comprises a total of over 1.9 acres, or 25.4% of the Study Area.

The third largest land use in this Study Area is that occupied by public streets and rights-of-way, encompassing more than 1.74 acres or 23.2%.

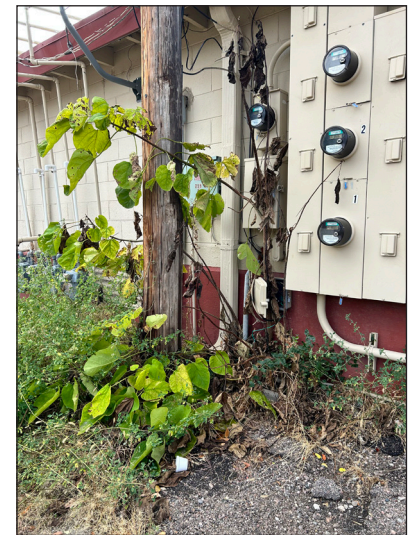
Commercial uses including motel, service, and restaurants are the fourth largest land use, 22.3% of the Study Area with 1.67 acres.

Office & Professional uses are the fifth largest land use, occupying 0.06 acres, less than one percent (0.8%) of the Study Area.

Study Area #19 is nearly adjacent to and just west of the previously blighted Study Area on either sides of East 27th Street, beginning just east of Circle Drive.

Findings and Contributing Factors

The intent of this study is to determine whether the subject area has experienced structural and site deterioration and if there are other negative factors that are decreasing the area's potential to develop. The field survey work was completed in November-December 2023 and strongly supports initial impressions that the area has in general declined below community standards. What follows are the factors evaluated to determine whether



Examples of Site and Structural Conditions within the Study Area



Examples of Structural and Site Conditions within the Study Area



Examples of Structure and Site Conditions within the Study Area

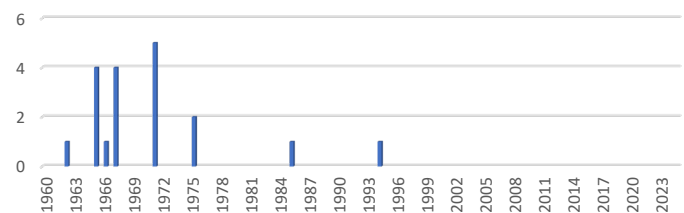
there is a reasonable presence of blight and substandard conditions within the designated Study Area #19. This section reviews the building and structure conditions, infrastructure and land use found in the area based on statutory definitions, and observations and explains the identified contributing factors.

As set forth in Nebraska legislation, a blighted area means an area determined by reason of the presence of:

1. Deteriorated or Deteriorating Structures—Exterior Inspection of Buildings

There were a total of 19 structures evaluated using the Blighted and Substandard criteria as described on pages 7-9 of this report. Only the primary structures were evaluated under the Blighted and Substandard definition. Any outbuildings/other structures that were present were not included in the survey. The boundary for the Blighted and Substandard designation includes 19 buildings of known age, with a combined average age of 53.5 years. For structure age see chart below, **Figure 3** (page 15), and **Table 3 (Appendix B)**. Structure condition is summarized in **Figure 4** (page 16). Field surveys confirming Scotts Bluff County Assessor's data concluded that 0% are good, 100% are deteriorating —of that, 58% are average, and 42% are badly worn.

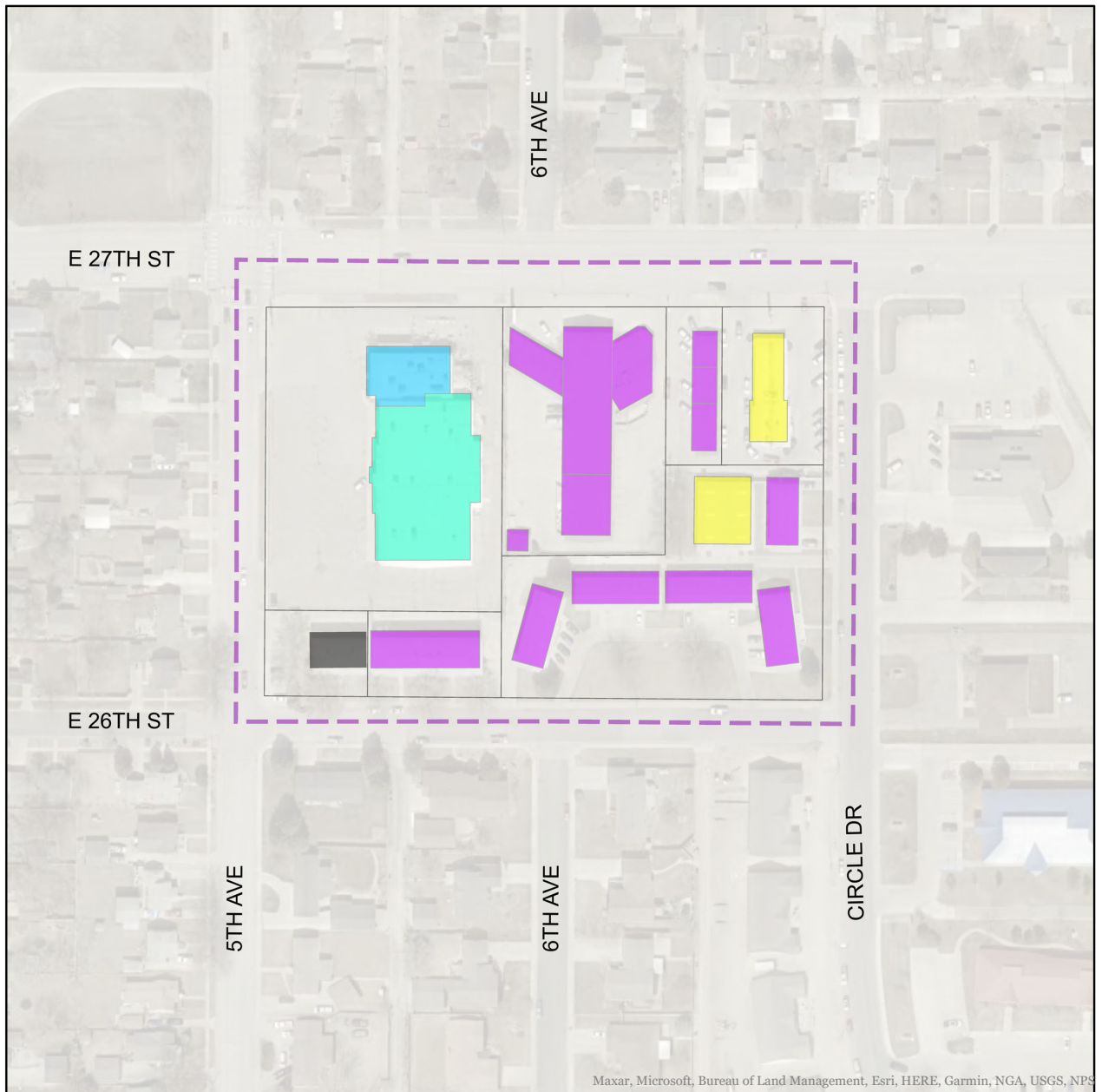
**Structures Built Per Year
Scottsbluff Blight Study Area #19**



Source: Scotts Bluff County Assessor online database, verified by M.C. Schaff & Associates, Inc., Field Survey, Oct-Nov 2023

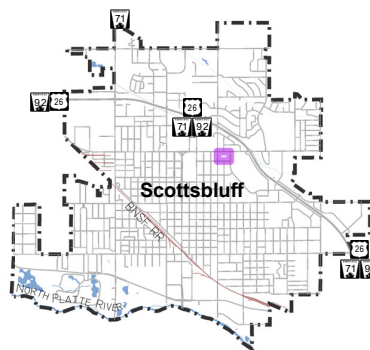
2. Defective or Inadequate Street Layout—Street Conditions and Accessibility

Inadequate infrastructure, street conditions and accessibility as well as inability to safely move traffic through an area is a contributing factor to the blight and substandard conditions. The surface condition of public roads, curb & gutter, and sidewalks in the Study Area, displayed in **Figure 5** (page 17) is fair to good.



Structure Built Year

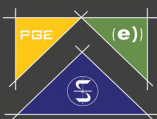
- Before 1964
- 1964 - 1973
- 1974 - 1983
- 1984 - 1993
- 1994 - 2023
- Corporate Limits
- Study Area Parcel
- Study Area #19



Structure Age

City of Scottsbluff
Scotts Bluff County, NE

Data Sources: Scotts Bluff County
Structure age obtained from Assessor
online data sheets, Oct 2023;
Imagery: Eagleview 2023



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0 25 50 100 150 200 Feet

Structure Rating

- Sound (0)
- Minor Deficiencies (8)
- Major Deficiencies (11)
- Substandard (0)
- Dilapidated (0)

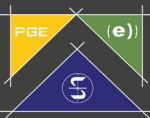
Structure Footprint

- Vacant / Undeveloped Parcel
- Study Area Boundary
- Study Area

Structure Condition

City of Scottsbluff, NE

Structure condition obtained from
Scotts Bluff County Assessor
online data sheets, and adjusted
following field verification, Nov. 2023.



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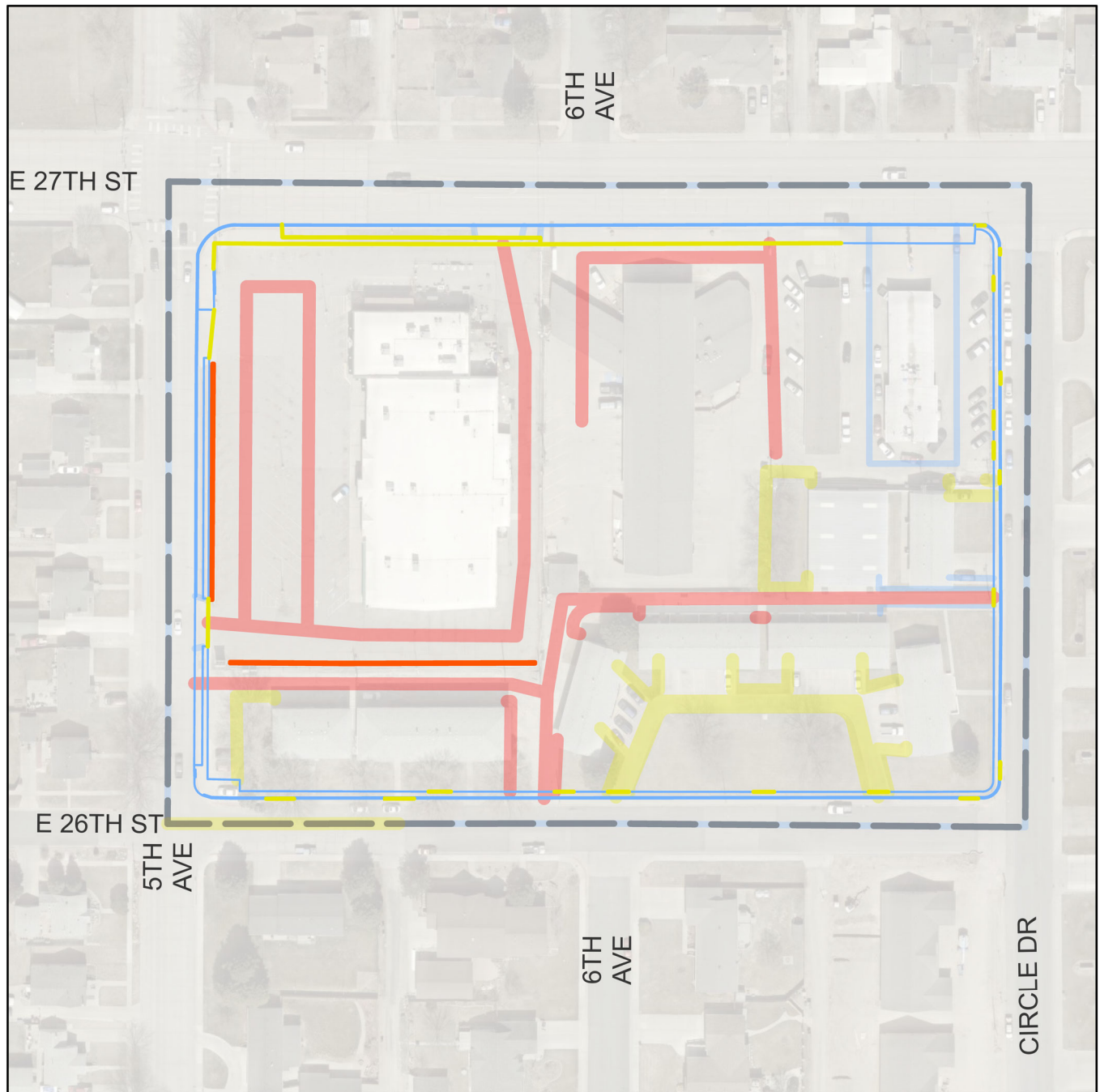
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Blight Study | City of Scottsbluff, NE

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0 25 50 100 150 200 Feet

Transportation Surface Condition

Street Surface Condition

- Good
- Deteriorating
- Dilapidated
- None

Curb & Gutter Condition

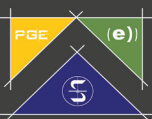
- Good
- Fair
- Poor
- None

Sidewalk Condition

- Good
- Fair
- Poor
- None
- Study Area

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Scotts Bluff County, NE

Conditions observed during
MCS field survey, Nov. 2023.
Features shown include some
non-public travel ways.



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page 17

While the road, curb and gutter, and sidewalk surfaces have been maintained to community standards with minor needed improvements, one portion of concrete roadway is experiencing prevalent cracking. The private alleys and some private curb/gutter and sidewalk are deteriorating/dilapidated. All alleys in the Study Area are private.

Following are some exhibited traffic safety and pedestrian experience issues that need be addressed.

- Redevelopment will add to traffic counts, therefore consideration should be given to enhancing the pedestrian experience with landscaping. Good and poor landscaping elements are present within the Study Area.
- Circulation through some commercial and multi-residential driveways is tight, especially for those properties without directional arrows and signage..
- There are no public alleys in the Study Area. All drives are private and most are narrow. Some private drives and parking areas in the Study Area are dilapidated with poor drainage.
- Public sidewalks are provided throughout the Study Area, Some buildings have a concrete step and no handicap ramp is provided.
- Street, sidewalk, and curb and gutter condition was observed and noted as part of this study. Some driveway entrances crossing public sidewalk are severely cracked.

3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Study Area #19 contains a light commercial and multifamily residential block in Northeast Residential Scottsbluff. Faulty lot layout is seen in the following instances:

- There are no public alleys in the Study Area. Narrow private drives, some with parking along one side, provide access for trash collection vehicles. Lack of entrance/exit designation signage/direction arrows.
- Parking is congested in some areas due to small lot size.
- Building side yard setback for some structures on separate parcels appears minimal.



Examples of Curb, Gutter, Sidewalk Conditions within the Study Area



Examples of Site & Pavement Conditions within the Study Area

4. Unsanitary or Unsafe Conditions

Age of Structure is a contributing factor to the blighted and substandard conditions in the Study Area with 89% of the structures over 40 years of age. The statute allows the inclusion of this factor, regardless of structure condition, where there is a predominance of structures 40 years of age or older. See **Appendix B—Table 3** for a summary of structure ages.

5. Deterioration of Site or Other Improvements

Debris

Debris accumulates in the vacant lot as well as private drives and is found throughout the Study Area, concentrated around the vacant property. Several significant examples of debris were noted in field observation. This debris included everything from galvanized corrugated sheet metal and construction materials, to clothing articles and discarded alcohol bottles as well as on-site storage--pallets, tabletop, and numerous other items. Numerous (somewhat less severe) debris are present throughout the Study Area, suggesting the problem is growing.

Dilapidated Structures

Structure conditions were examined both using Scotts Bluff County Assessor's online database of building appraisal and confirmed/adjusted through field evaluation. The data and rating system from the Scotts Bluff County Assessor's database was used to evaluate properties in the area, rating structures as either: Excellent, Good, Average, Fair, Badly Worn, and Worn Out. Rating terms are defined as follows:

Excellent: Typically newer construction or property that has been completely upgraded.

Good: Typically no major defects or aging conditions in field analysis.

Average: Typically minor defects showing up, 25% or less of the following—degrading roofing materials, masonry joints in need of tuck-pointing, or small cracks in foundation, broken glass, painted surfaces beginning to peel.

Fair: Similar to Average, conditions are worsening and cover a larger portion of structure.

Badly Worn: Structure is showing many of the conditions mentioned, and extent of aging and deterioration may require demolition to eliminate the conditions.

Worn Out: Aging, deterioration and conditions point toward demolition to eliminate the conditions.

Based on these ratings, it is assumed that Average condition and less would constitute less than desirable conditions due to age and structure status. It is common for older structures to require considerable maintenance and upkeep to maintain good and excellent condition, while an Average structure can show signs of deterioration that can more quickly become a dilapidated structure if not addressed.



Findings of the study show 0% structures in good condition, 58% deteriorating (fair to average condition), while 42% of the structures are worn/badly worn and pose a threat to redevelopment. Using the above assumptions, overall, 100% of the structures in the Study Area are Average condition or worse.

Eighty-nine (89%) of the 19 primary structures in the Study Area are in excess of 40 years—structures in the Study Area range in age from 30 to 62 years. Thus, structure age and obsolescence within the Study Area **is** a contributing condition of blight and substandard.



6. Diversity of Ownership—7 properties, 5 owners.

7. Tax or Special Assessment Delinquency—None identified .

8. Defective or Unusual Conditions of Title—None identified.

9. Improper Subdivision or Obsolete Platting—A few structures appear to have minimal side yard setback from the property line. This feature alone is not substantial, but this does contribute to the blighting factor. See **Appendix D—Figure 11** for a current zoning map of the area.



10. The Existence of Conditions That Endanger Life or Property by Fire or Other Causes

Figure 6, on page 21, provides an overview of the blighted and substandard conditions located and photographed during field observations.

Poor Sidewalk and Street Conditions

The entirety of the Study Area is serviced with sidewalks that vary in condition from excellent to poor. The condition of the concrete street paving shows signs of age with substantial cracking on East 26th Street. Bituminous streets have been recently (in 2016 or 2020) chip sealed. Street curbs and gutters show some signs of aging with settling, cracks and missing pieces. Private paved alleys including parking areas range from substantial cracking to dilapidated surfaces. These conditions are wide-spread.



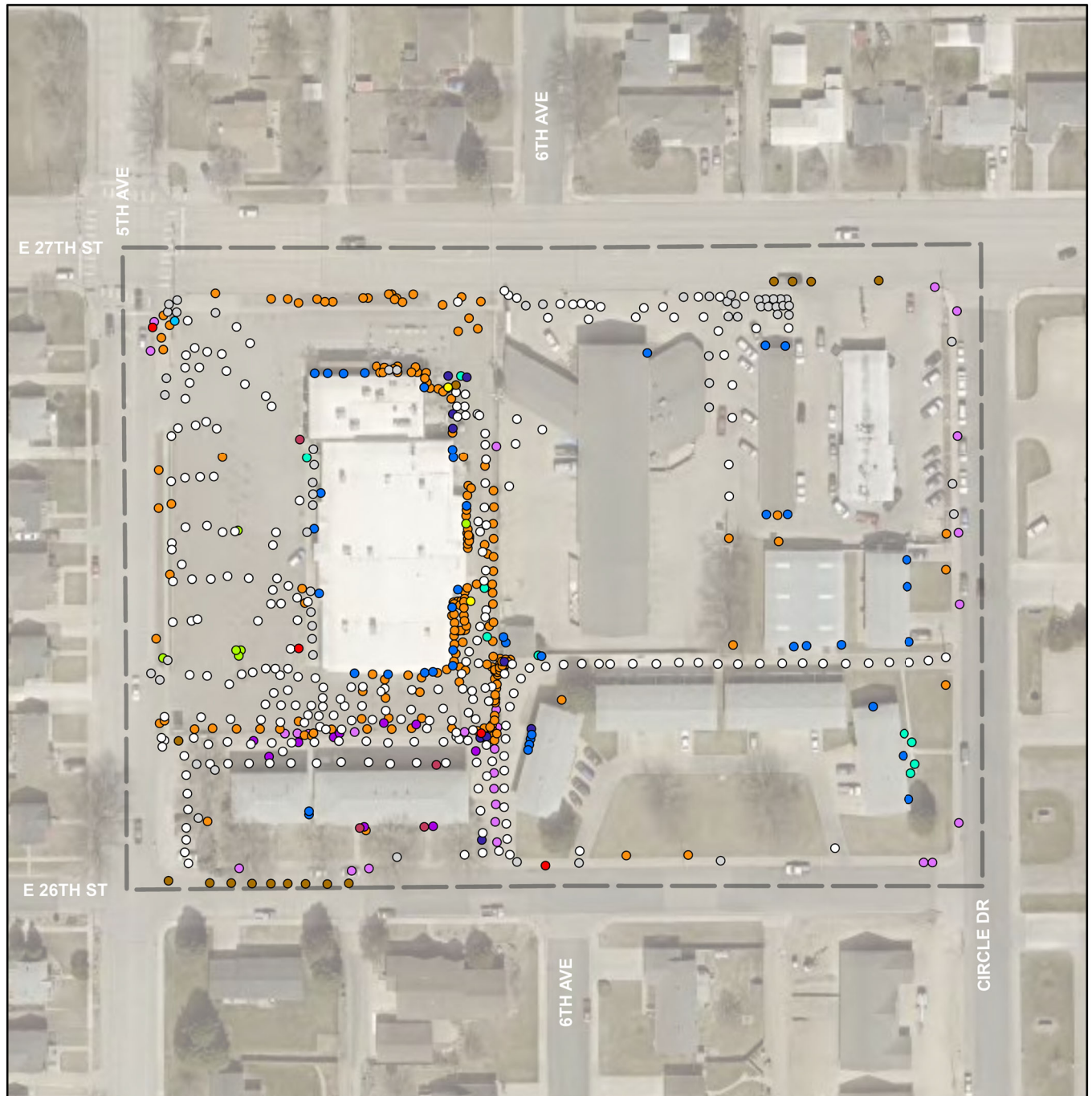
Poor Surface Drainage

Storm water drainage problems exist in the rear lots within the Study Area. During field analysis, several areas of standing water were noted as poor drainage exists in localized areas and alleys, and parking lots were noted lacking proper drainage at various locations throughout the Study Area.



On-Site Storage

The Study Area has sites of outdoor storage. These findings point to an impediment for development or upgrades in the neighborhood and should be evaluated for removal.



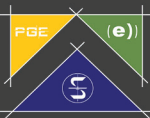
- | | | | | |
|------------------------|--------------|--|----------|---------|
| Study Area | Drainage | On Site Storage | Pavement | Sign |
| Curb Gutter | Utility | Paint Siding Door Window Other | Safety | Steps |
| Debris Trash Weeds | Fence Wall | Parking Private Drive | Sidewalk | Vagrant |

Conditions observed during
MCS field survey, Nov. 2023



Blighted and Substandard Conditions Locations

City of Scottsbluff, NE



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11. Any Combination of Such Factors—The combination of all blight and substandard conditions found within the Study Area could be considered a factor in substantially arresting sound growth in the area and obsolescence contributes toward an inability of property within the area to compete in the market place.

12. Detrimental to Public Health, Safety, Morals, Welfare in Present Condition

While a minimum of at least one of the following factors is required for this condition to be met, multiple factors are met, therefore, this condition is a factor.

a. Unemployment Rate At Least 100% of State or National Average

Unknown for the Study Area, this is not considered as a factor. However, the annual average unemployment rate for the city of Scottsbluff, state of Nebraska, and United States for 2022 were 2.6%, 2.3%, and 3.6% respectively; and the long term average unemployment rate for the city of Scottsbluff is 3.95%, while the ten year average unemployment rate for Nebraska is 3.1%.

b. Average Residential and Commercial Structure Age Over 40 Years

—is a factor. The median age of the 19 primary non-public structures in the area is **53.5** years. Age of the structures within the Designated Study Area is provided through the Scotts Bluff County Assessor's online database and field verification. Only those structures built before 1984 qualify for the 40 years and older structures designation in the State of Nebraska laws. The Study Area contains 17 structures (**89%**) built before 1984.

c. Subdivided/Platted Property Unimproved for 40 Years

—not considered a factor.

d. Per Capita Income Level

Unknown for the Study Area itself, this may be considered a factor. According to the US Census Bureau via census.gov/quickfacts/, the national (US) per capita income in the past 12 months (in 2022 dollars), 2018-2022 is \$41,261, while for the same period, the per capita income for Nebraska is \$38,585, and for the City of Scottsbluff is \$31,472.

e. Decreasing Population

—is a factor. The Study Area contains (multi-family) residential properties, and is located in census tracts all of which the census data reports population from 2010 and 2020 decennial census, illustrated in map **Figures 7-8** provided in **Appendix C**. Based on the data illustrated on the maps, the Study Area and adjacent populated areas display a stable or decreasing population based on the last two decennial census.



Conclusion of Blighted and Substandard Analysis

Based on this analysis, the Study Area meets the criteria of both blighted and substandard conditions. The area displays the presence of criteria required for a finding of a blighted and substandard condition as defined by the State of Nebraska Legislature.

The primary conditions leading to this conclusion include the following Blighted and Substandard Conditions:

- The Study Area has some inadequacies in the form of traffic movement capabilities and real property access. Numerous off-street paved parking areas exist, along with several interior private drives. While some off-street parking areas and drives are well maintained, several parking areas, driveways and entrances crossing sidewalk travel ways are deteriorating or dilapidated pavement. Defective or inadequate street layout thus **may be** considered a factor contributing to blighted conditions in this Study Area.
- The field survey also included an evaluation of the condition of site improvements including street surface conditions, curbs and gutters, street width adequacy, sidewalks, driveways, and off-street parking facilities, sanitary sewer facilities, and drainage facilities, and review of the city's GIS database pertaining to water distribution, hydrants, and storm water conveyance. In 2016 and 2020, the city undertook citywide chip seal projects to resurface bituminous streets. However, the concrete side street, some concrete entrances and sidewalks, and concrete private alleys and curbs shows signs of age with wide-spread conditions from cracks and gaps to missing pieces.
- Multiple areas within the Study Area have storm drainage issues. The issues are primarily a result of dilapidated surfaces during larger storm events.
- There is a sidewalk system throughout the Study Area. Deteriorating sidewalks and driveway entrances as well as dilapidated drives contribute to generating traffic hazards for children and other pedestrians in this Area as pedestrians are forced to navigate broken pavement and potholes—their safety, well-being and health at risk.



- The Study Area contains many private driveways and off-street parking areas surfaced with concrete. Many driveways and parking areas, particularly those associated with commercial uses and higher traffic volumes are deteriorating. Concrete residential alley drives are dilapidated.
- Nearly one third of the Study Area appears unkept and / or contains substantial examples of debris. The well maintained properties are contrasted with poorly maintained properties within this Study Area—which represent a considerable blighting factor. The lack of site improvements in various locations throughout the Study Area also serves to be a limiting factor to future development in the Study Area and thus is an additional factor contributing to blight. One of the keys in creating a positive image within an area is exterior maintenance of lots. Perfectly maintained structures can still be seen as deteriorating parts of the community when the exterior and/or curb appeal is less than desirable. Site improvements such as parking areas within the Study Area range from good to deteriorating to dilapidated. Dilapidated alleys and deteriorating parking areas, while not directly impacting curb appeal, contribute greatly to one's sense of well being. Alley surfaces do not provide a relatively smooth ride surface, and their dilapidated appearance reflects the neglect seen on vacant building exteriors—presence of pests, torn banners, lack of paint, broken doors, overgrown vegetation, and steps with broken or cracking concrete.
- A field survey of the Study Area confirms numerous lot layout faults in relation to size, adequacy, accessibility or usefulness, such as utility pole conflicts with ADA accessibility, and vehicular accessibility and maneuverability around structures. While some drives have entrance/exit signs, adjacent uses may not, allowing conflicts in circulation. Therefore, faulty lot layout in relation to accessibility or usefulness within this Study Area **may be** considered a factor contributing to blighted conditions in this Study Area.
- Conditions **exist** which endanger life or property by fire and other causes. The water mains (as well as all utility infrastructure) in this older area of the city are aging and will need to be replaced in the future. An emergency water main replacement project replaced old and broken mains, adjacent to the Study Area.



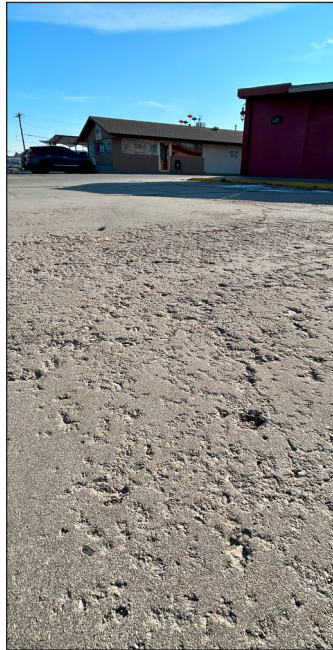
- Conditions **exist** that are detrimental to the public health, safety, morals, and welfare in the present condition with the existence of debris, on-site storage, pests and pigeon droppings, and inadequate drainage as well as ADA conflicts with parking, building access, and lack of ADA ramps. Inadequate surface drainage system of the Stud Area presents additional threats to health by impairing drive ability, and ponding and stagnating, creating not only a physical hazard, but also increased potential for multiplying mosquito production, an additional health hazard to area residents.
- Per capita income for all of Scottsbluff in 2022 dollars (2018-2022) was \$31,372. For a household of four in 2022, the poverty level was \$27,750. Per capita income of the Study Area, including only multi-family residential, is **unknown** to be a factor.
- Defective or unusual conditions of title was **not determined to be a factor** in this study.

Blighted conditions that do not appear to be present

- Not more than half of the plotted and subdivided property that is unimproved and within the city for 40 years has remained unimproved during that time. The entire Study Area has been subdivided and improved.
- Nearly half of the Study Area and nearly half of its parcels have a single owner, yet the Study Area encompasses just a single block within the city, therefore diversity of ownership could be, but does not appear to be a factor.
- No properties were identified among Scotts Bluff County and Nebraska online delinquent tax data as having tax or special assessment delinquency exceeding the fair value of the land during a review of the Study Area parcels, and no further evaluation was conducted.

Blighted conditions not evaluated

- None.



Comprehensive Plan / Surrounding Property

According to the City's 2016 Comprehensive Plan, the Study Area is located in the Northeast Residential District. The Comprehensive Plan provides the following principles for sustainable development in this area:

Interconnection of Neighborhoods and amenities

- Improve pedestrian and cycling facilities east-west from Broadway to Highway 26 through the Northeast Neighborhood.
- Safe and efficient transportation access in auto-oriented commercial centers along Highway 26.
- Enhanced employment centers set back from the highway and accessible from residential areas and main thoroughfares.
- Encourage multi-family residential development along periphery of low density residential neighborhoods.
- Plan safe crossings and routes to schools.

Sustainable development

- Incorporate native species, and natural landscaping.
- Encourage diversity of commercial types of mixed use development.
- Targeted and planned utilities maintenance activities.
- Encourage new development to be contiguous with existing development, with planned linkages between roads and utilities.

Access to culture and recreation

- Improved access, visibility, and connectivity of school recreation facilities and public parks near the middle school and high school.
- Improved pedestrian and cycling connectivity to downtown.

Strong neighborhoods and places, rooted in our unique character

- Continue traditional neighborhood style of homes, streets, and sidewalks in residential areas.
- Improve aesthetics and landscaping along collectors and arterials, utilizing native species.



The development potential of property is determined by the property conditions themselves, and the conditions of surrounding property. This is particularly true for the Study Area. The Study Area abuts to Blighted and Substandard Area #7, which includes areas along the US Highway 26 and East 27th Street corridors.

The Study Area with its parking areas and hardscape will benefit greatly from implementation of the Comprehensive Plan's sustainable development principles.

Adjoining the Study Area with the current adjacent blighted and substandard area is necessary to accomplish the sound redevelopment planning and program of the City and to achieve the above principles of sustainable development from the City's Comprehensive Plan. This will enhance the development potential of the Study Area and the current adjacent blighted and substandard areas and create a continuous, harmonious redevelopment area in Northeast Scottsbluff at the point of transition between the US Highway 26 corridor and the residential area to the west.

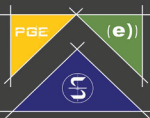


Blighted and Substandard Area Declaration

Based on the findings in this report, the Study Area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law. This finding will make this area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be composed in a manner consistent with the City of Scottsbluff Comprehensive Plan.



appendix



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The referenced Study Area, in the city of Scottsbluff, Nebraska, includes the following identified Parcels with their legally described Additions, Blocks and/or Lots, and unplatted lands:

Table 2
Scotts Bluff County Parcels - Blight Study Area #19
Scottsbluff, Nebraska

Parcel	Legal Description
010148760	LT B, WEST 10' LOT C, SUB LOT 3, 5TH & 27TH SUB
010122982	LT 2B, 5TH & 27TH SUB - REPLAT OF LTS 1 & 2
010148809	LTS D & E, SUB OF LT 3, 5TH & 27TH SUB
010122974	LT 2A, 5TH & 27TH SUB - REPLAT OF LTS 1 & 2
010148779	LT C, EXCEPT WEST 10' SUB OF LT 3, 5TH & 27TH SUB
010122966	LT 1A, 5TH & 27TH SUB, REPLAT 1 & 2
010148752	LT A, SUB LT 3, 5TH & 27TH SUB

The **primary streets and roads** within the Study Area include:

E—W: East 27th Street, East 26th Street

N—S: 5th Avenue, Circle Drive

Table 3
Structure Effective and Cumulative Ages - Blight Study Area #19
Scottsbluff, Nebraska

Year Built	Effective Age	No of Units	Cumulative Age
1962	62	1	62
1965	59	4	236
1966	58	1	58
1967	57	4	228
1971	53	5	265
1975	49	2	98
1985	39	1	39
1994	30	1	30
Total Cumulative		19	1016
Average Age			53.5

Source: Scotts Bluff County Assessor online database
 confirmed by M.C. Schaff & Associates, Inc., Field Survey, February 2021



2010 US Census Population

0

1

2-5

6-50

51-273

 Blight Areas

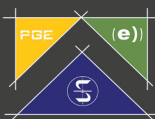
2010 US Census Block Population

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:

Population: 2010 US Census Blocks and Block Level Population Data from www2.census.gov

Imagery: Farm Service Agency (FSA) 2010 Imagery, Acquired on June 15-16, 2010
ftp://dnrftp.dnr.ne.gov/pub/data/CoqArea/Band4_NE_1m_2010/41103/



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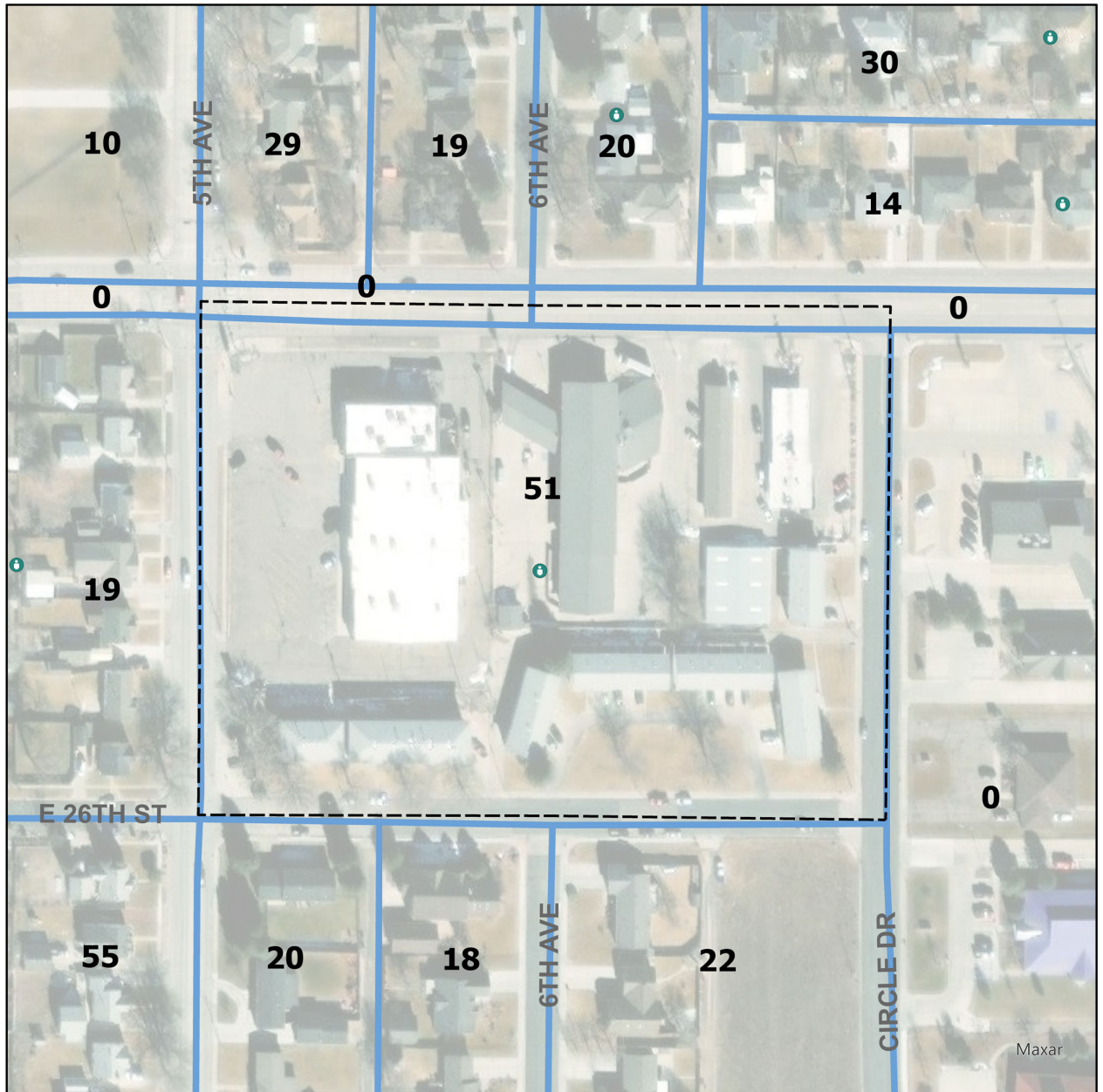
Headquarters

818 South Beltline Highway East, Scottsbluff, Nebraska 69361

Phone (308) 635-1926 Fax (308) 635-7807 www.MCSfamilyofcompanies.com

Blight Study | City of Scottsbluff, NE

page 31



- Study Area
- 2020 Census Blocks

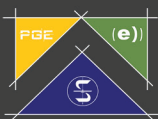
2020 US Census Block Population

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:

Esri's Updated Demographics, Census Data, Tapestry Segmentation, and Business Summary data for the United States. http://goto.arcgisonline.com/demographics6/USA_Demographics_and_Boundaries_2016.

Imagery: Esri, USDA NAIP, July 2014



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Blight Study | City of Scottsbluff, NE

page 32

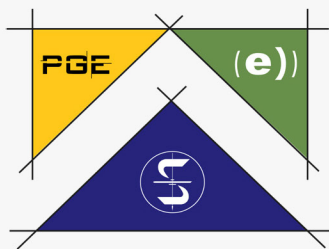


Study Area #19

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Zoning: City, 2023
Parcels: Scotts Bluff County, 2021
Imagery: Scotts Bluff County, 2023 Eagleview Mosaic

PROVIDING SIMPLY SMART SOLUTIONS



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Engineering Firm | Environmental Consulting Group

www.MCSfamilyofcompanies.com

Headquarters

818 South Beltline Highway East, Scottsbluff, Nebraska 69361
Phone (308) 635-1926 Fax (308) 635-7807

2116 Pioneer Avenue, Cheyenne, Wyoming 82001
Phone (307) 635-2828 Fax (307) 635-9902

RESOLUTION 24-03

**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF
SCOTTSBLUFF, NEBRASKA:**

Recitals:

a. The question of whether the “Redevelopment Area,” as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the “Act”) has been submitted to the Planning Commission.

b. The “Redevelopment Area” encompasses the following area in Scottsbluff, Nebraska: properties within the vicinity east of 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff, containing approximately 7.51 acres. The Redevelopment Area is more particularly described in the Study (as defined below).

c. The Planning Commission has received and reviewed Study Area #19, Blight & Substandard Determination Study, dated November 2023 by MC Schaff & Associates. (the “Study”).

d. The Planning Commission conducted a public hearing on May 13, 2024 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted as those terms are defined in the Act.

e. The Planning Commission considered the Study and the comments at the public hearing in formulating its recommendation to the City Council.

Resolved:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

2. The Planning Commission recommends to the City Council that the City Council declare the Redevelopment Area as substandard and blighted and in need of redevelopment.

3. All prior resolutions of the Planning Commission in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 13, 2024

**PLANNING COMMISSION OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

ATTEST:

By:


Recording Secretary

By:


Chair

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 9.a

Council to consider and take action on a Resolution to declare Study Area #18 generally described as properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north-central portion of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.

Staff Contact:

RESOLUTION _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

- a. Certain conditions exist in the “Redevelopment Area” (as defined below), as evidenced by Study Area #18, Blight & Substandard Determination Study, dated November 2023 by MC Schaff & Associates (the “Study”), which is incorporated into this Resolution by this reference.
- b. The “Redevelopment Area” encompasses the following area in Scottsbluff, Nebraska: properties and tracts of land within the general vicinity north of US Highway 26 and south of 40th Street, between 5th Avenue and Avenue D in the north—central portion of Scottsbluff, containing approximately 103.09 acres. The Redevelopment Area is more particularly described on pages 5 through 8 of the Study.
- c. At the City Council meeting on June 3, 2024, a public hearing was held to determine whether the Redevelopment Area should be declared substandard and blighted and in need of redevelopment, as required by the Nebraska Community Development Law (the “Act”). At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as substandard and blighted and in need of redevelopment.
- d. The City Council considered the Study, the comments at the public hearing, and the recommendation of the Planning Commission in determining whether to declare the Redevelopment Area as substandard and blighted and in need of redevelopment according to the Act.

Resolved:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.
2. The Redevelopment Area is declared to be substandard and blighted and in need of redevelopment according to the Act.
3. This resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on June ___, 2024.

Mayor

ATTEST

City Clerk

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 9.b

Council to consider and take action on a Resolution to declare Study Area #19 generally described as properties and tracts of land within the general vicinity of east 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.

Staff Contact:

RESOLUTION _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

- a. Certain conditions exist in the “Redevelopment Area” (as defined below), as evidenced by Study Area #19, Blight & Substandard Determination Study, dated November 2023 by MC Schaff & Associates (the “Study”), which is incorporated into this Resolution by this reference.
- b. The “Redevelopment Area” encompasses the following area in Scottsbluff, Nebraska: properties within the vicinity east of 5th Avenue, west of Circle Drive, south of East 27th Street, and north of East 26th Street in the central portion of Scottsbluff, containing approximately 7.51 acres. The Redevelopment Area is more particularly described on page 5 of the Study.
- c. At the City Council meeting on June 3, 2024, a public hearing was held to determine whether the Redevelopment Area should be declared substandard and blighted and in need of redevelopment, as required by the Nebraska Community Development Law (the “Act”). At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as substandard and blighted and in need of redevelopment.
- d. The City Council considered the Study, the comments at the public hearing, and the recommendation of the Planning Commission in determining whether to declare the Redevelopment Area as substandard and blighted and in need of redevelopment according to the Act.

Resolved:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.
2. The Redevelopment Area is declared to be substandard and blighted and in need of redevelopment according to the Act.
3. This resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on June ___, 2024.

Mayor

ATTEST

City Clerk

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 10.a

Council to discuss and consider action on awarding the bid for Public Safety Building Hail Damage Repair, located at 1801 Avenue B, Scottsbluff, NE to Ironclad Construction for the amount of \$93,165.20.

Staff Contact:



May 29, 2024

Honorable Mayor and City Council
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Public Safety Building Hail Damage Repair

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on May 28, 2024 at City Hall, Scottsbluff, Nebraska for the above referenced project. Two (2) bids were received. We feel this was primarily due to work load of most roofing contractors in the area and the bonding requirements set forth for municipalities. The bids received was as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$126,544.40
Ironclad Construction	\$93,165.20
Engineer's Estimate	\$112,702.08

The Engineer's Estimate was based upon the insurance adjuster's estimate. We have reviewed the contractor's bid documents and would recommend award of the project to Ironclad Construction in the amount of \$93,165.20.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

David Schaff, P.E.

G:\Jobs\RM240125-00 2023 City of Scottsbluff Hail Damage\001 Public Safety\RecommendofAward.doc



M.C. Schaff & Associates, Inc.

818 S Beltline Highway East
Scottsbluff, Nebraska 69361
308-635-1926 Phone 308-635-7807 Fax
www.mcschaff.com

City of Scottsbluff Hail Damage - Public Safety City of Scottsbluff, NE Bid Date: May 28, 2024 2 PM Mountain Time				Twin City Roofing 925 E Country Club Road Gering, NE 69341		Ironclad Construction 2625 4th Avenue Scottsbluff, NE 69361		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Ribbed Steel - Roof									
1	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	4280	\$ 6.25	\$ 26,750.00	\$ 4.20	\$ 17,976.00	\$ 6.60	\$ 28,248.00
2	Remove and Replace Ridge Cap	LF	60	\$ 9.25	\$ 555.00	\$ 10.00	\$ 600.00	\$ 8.28	\$ 496.80
3	Remove and Replace Gable Trim	LF	144	\$ 9.25	\$ 1,332.00	\$ 10.00	\$ 1,440.00	\$ 6.58	\$ 947.52
4	Remove and Replace Closure Strips	LF	240	\$ 3.15	\$ 756.00	\$ 4.00	\$ 960.00	\$ 2.58	\$ 619.20
5	Remove and Replace Gutter/Downspout - Box - Galvanized - 7" to 8"	LF	152	\$ 11.25	\$ 1,710.00	\$ 11.00	\$ 1,672.00	\$ 18.88	\$ 2,869.76
Standing Seam - Roof									
6	Remove and Replace Metal Roofing - Premium Grade	SF	4262	\$ 10.25	\$ 43,685.50	\$ 6.10	\$ 25,998.20	\$ 11.74	\$ 50,035.88
7	Remove and Replace Ridge Cap	LF	68	\$ 9.25	\$ 629.00	\$ 10.00	\$ 680.00	\$ 8.28	\$ 563.04
8	Remove and replace Gable Trim	LF	63	\$ 9.25	\$ 582.75	\$ 10.00	\$ 630.00	\$ 6.58	\$ 414.54
9	Remove and Replace Closure Strips	EA	1	\$ 3.15	\$ 3.15	\$ 12.00	\$ 12.00	\$ 2.58	\$ 2.58
10	Remove and Replace Steel Wall Coping	EA	63	\$ 10.25	\$ 645.75	\$ 10.00	\$ 630.00	\$ 14.24	\$ 897.12
11	Remove and Replace Gutter/Downspout - Box - Galvanized - 7" to 8"	LF	176	\$ 11.25	\$ 1,980.00	\$ 11.00	\$ 1,936.00	\$ 18.88	\$ 3,322.88
Exterior									
12	Remove and Replace Gutter/Downspout - Aluminum - 6"	SF	621	\$ 10.25	\$ 6,365.25	\$ 11.00	\$ 6,831.00	\$ 12.23	\$ 7,594.83
13	Remove and Replace Sectional Overhead Door, 12' x 12' Insulated	LF	4	\$ 5,250.00	\$ 21,000.00	\$ 4,400.00	\$ 17,600.00	\$ 2,138.76	\$ 8,555.04
14	Remove and Replace Section Overhead Door, 14' x 14' Insulated	LF	3	\$ 6,850.00	\$ 20,550.00	\$ 5,400.00	\$ 16,200.00	\$ 2,711.63	\$ 8,134.89
Total Bid - Items 1 Thru 14				\$	126,544.40	\$	93,165.20	\$	112,702.08

Project Number: RM240125-00 Phase 001 Public Safety

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 11.a

Council to discuss and consider action on an application for the creation of an Agriculture Estate Dwelling Site from Riverview Golf Course, LLC (Scott & Brenda Wickard) for property located at 180818 Hwy 92, Scottsbluff, NE and authorize the Mayor to sign the Certificate.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 6/3/2024

AGENDA TITLE: Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Riverview Golf Course, LLC for property located at 180818 Hwy 92, Scottsbluff, NE and authorize the Mayor to sign the Certificate.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: The Planning Commission reviewed and made a positive recommendation on the AEDS application at the May 13, 2024 meeting. The application meets all requirements of the Municipal Code.

BOARD/COMMISSION/STAFF RECOMMENDATION: Approval
Does this item require the expenditure of funds? _____yes _____x____no
Are funds budgeted? _____yes _____x____no

If no, comments: _____
Estimated Amount _____
Amount Budgeted _____
Department _____
Account Description _____

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☒

Other (specify) _____
Staff Report, Application, Certificate

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager



City of Scottsbluff
Agricultural Estate Dwelling Site
Permit Identifier

Applicant Name	Survey Dept MC Schaff	Applicant Address	818 S BELTLINE HWY E SCOTTSBLUFF, Nebraska
Applicant Email	survey@mcschaff.com	Applicant Phone	3086351926
Contact Name	Riverview Golf Course, LLC (Scott & Brenda Wickard)	Contact Address	100928 County Road 19
Contact Email	kishgang@gmail.com	Contact Phone	308-672-6049

Dwelling Site Information

General Location/Address: 100928 CR 19

Legal Description: see attached survey

Total Area (Acres): 2.07

Intent: New Dwelling – Same
Owner

Provide a brief description of the intent: Leasing ground to parents for new home

Length of Public Road Frontage: 0 frontage but has 25' access easement

Reserved Land

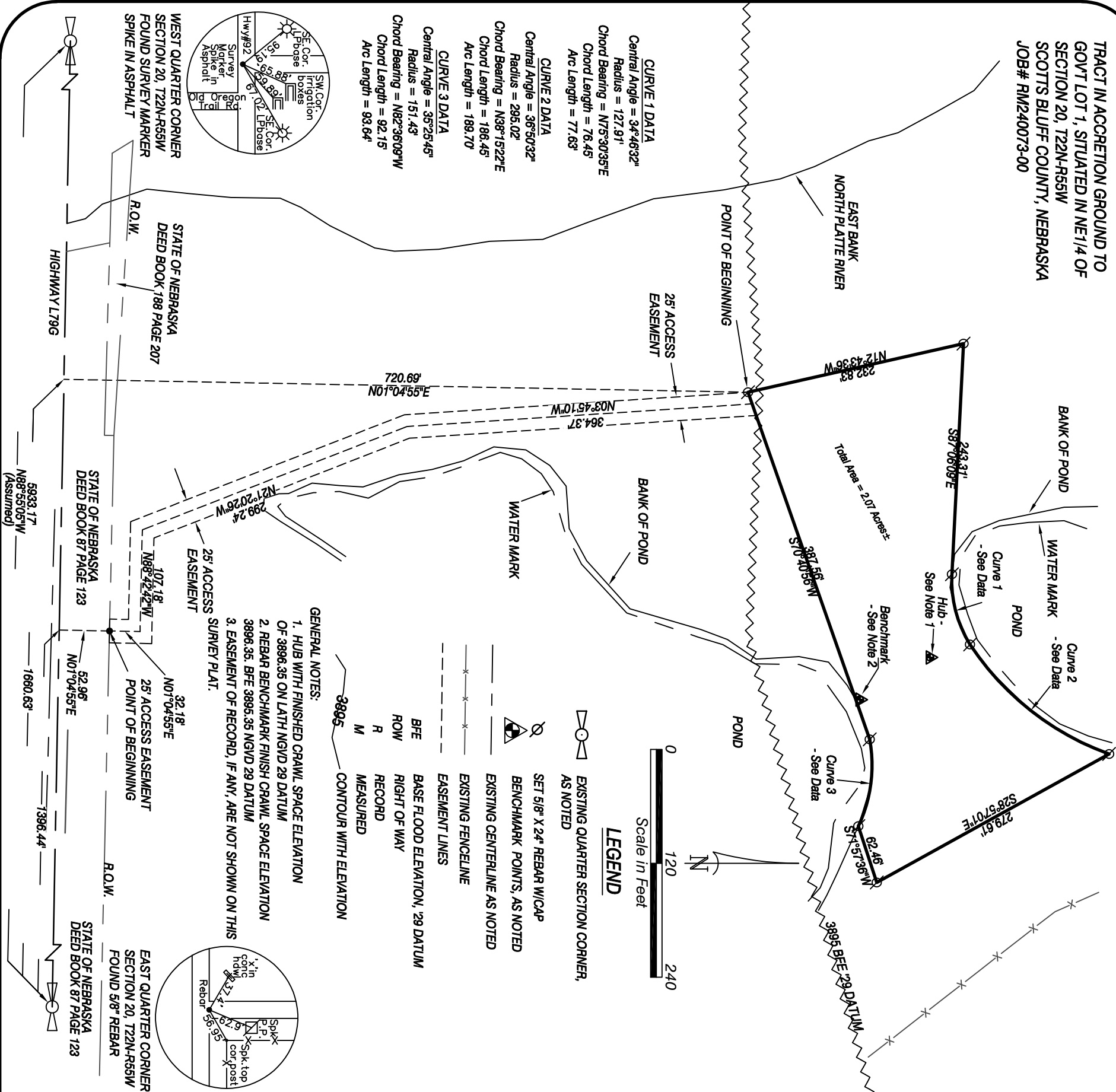
General Location/Address: 100928 County Road 19

Legal Description: See attached

Total Area (Acres): 122.25 or 120.18 without AEDS

Issued By *Taylor
Stephens*

TRACT IN ACCRETION GROUND TO
GOV'T LOT 1, SITUATED IN NE1/4 OF
SECTION 20, T22N-R55W
SCOTT'S BLUFF COUNTY, NEBRASKA
JOB# RM240073-00



SURVEYORS CERTIFICATE

I, GREGG M. SCHILZ, NEBRASKA REGISTERED LAND SURVEYOR NO. 785, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, HEREBY CERTIFY I, OR UNDER MY DIRECT SUPERVISION, HAVE SURVEYED A TRACT OF LAND SITUATED IN ACCRETION GROUND TO GOVERNMENT LOT 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT'S BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT'S BLUFF COUNTY, NEBRASKA, THENCE WESTERLY ON THE EAST/WEST QUARTER LINE OF SAID SECTION 20, ON AN ASSUMED BEARING OF N88°55'05\"W, A DISTANCE OF 1660.63 FEET, THENCE BEARING N01°04'55\"E, A DISTANCE OF 720.69 FEET, TO THE TRUE POINT OF BEGINNING, THENCE BEARING N12°43'36\"W, A DISTANCE OF 232.83 FEET, THENCE BEARING S87°06'09\"E, A DISTANCE OF 243.31 FEET, TO A POINT ON THE SOUTH BANK OF A POND, AS SURVEYED, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°46'32\", A RADIUS OF 127.91 FEET, A CHORD BEARING OF N75°30'35\"E, AND A CHORD LENGTH OF 76.45 FEET, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, AND SOUTH BANK OF SAID POND, A DISTANCE OF 77.63 FEET, TO THE POINT OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 36°50'32\", A RADIUS OF 295.02 FEET, A CHORD BEARING OF N38°15'22\"E, AND A CHORD LENGTH OF 186.45 FEET, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE AND SOUTH BANK OF SAID POND, AS SURVEYED, A DISTANCE OF 189.70 FEET, THENCE BEARING S28°57'01\"E, A DISTANCE OF 279.61 FEET, THENCE BEARING S71°57'36\"W, A DISTANCE OF 62.46 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT, SAID POINT BEING ON THE NORTH BANK OF A POND, AS SURVEYED, SAID CURVE HAVING A CENTRAL ANGLE OF 35°25'45\", A RADIUS OF 151.43 FEET, A CHORD BEARING OF N82°36'09\"W, AND A CHORD LENGTH OF 92.15 FEET, THENCE WESTERLY ON THE ARC OF SAID CURVE AND NORTH BANK OF SAID CURVE, A DISTANCE OF 93.64 FEET, THENCE BEARING S70°40'56\"W, A DISTANCE OF 387.56 FEET, TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.07 ACRES, MORE OR LESS,

AND SAID ABOVE-DESCRIBED TRACT OF LAND TO HAVE A 25.00-FOOT-WIDE ACCESS EASEMENT, THE CENTERLINE OF SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH P.M., SCOTT'S BLUFF COUNTY, NEBRASKA, THENCE WESTERLY ON THE EAST/WEST QUARTER LINE OF SAID SECTION, ON AN ASSUMED BEARING OF N88°55'05\"W, A DISTANCE OF 1396.44 FEET, THENCE BEARING N01°04'55\"E, A DISTANCE OF 52.96 FEET, TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY L79G AS DESCRIBED IN DEED BOOK 87, PAGE 123, IN THE SCOTT'S BLUFF COUNTY REGISTER OF DEEDS OFFICE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ON THE LAST DESCRIBED COURSE, BEARING N01°04'55\"E, A DISTANCE OF 32.18 FEET, THENCE BEARING N88°42'42\"W, A DISTANCE OF 107.18 FEET, THENCE BEARING N21°20'26\"W, A DISTANCE OF 299.24 FEET, THENCE BEARING N03°45'10\"W, A DISTANCE OF 364.37 FEET, TO THE POINT OF TERMINUS OF SAID CENTERLINE, SAID EASEMENT CONTAINING AN AREA OF 0.46 ACRES, MORE OR LESS

THAT THE ACCOMPANYING PLAT IS A TRUE DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 120 FEET, TO THE INCH. THAT ALL MONUMENTS FOUND OR SET ARE MARKED AS SHOWN. THAT ALL DIMENSIONS ARE IN FEET, AND DECIMALS OF A FOOT. THAT SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

WITNESS MY HAND AND SEAL this _____ day of _____, 2024.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Gregg M. Schilz Nebraska Registered Land Surveyor, L. S. 785

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: August 31, 2023 For Hearing of: September 11, 2023



I. GENERAL INFORMATION

- A. Applicant:** Riverview Golf Course, LLC
100928 CR 19
Scottsbluff, NE 69361
- B. Property**
Owner: Same as Applicant
- C. Proposal:** Request for Creation of an Agricultural Estate Dwelling Site at 100928 CR 19
- D. Legal Description:** A tract of land situated in Northwest Quarter of Section 20, Township 22 North, Range 55 West of the 6th P.M.
- E. Location:** 100928 CR 19 – Address will be different
- F. Existing Zoning & Land Use:** A-Agricultural and the Floodplain Overlay Zone
- G. Size of Site:** AEDS: Approximately 2.07 Acres
Agricultural/Vacant Land to be Reserved: Approximately 122.25 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Rural	A -Agricultural	Riverview Golf Course
East	Rural	A -Agricultural	Wellfields
South	Rural	A -Agricultural	Vacant land
West	County Jurisdiction	County Jurisdiction	North Platte River

B. Relevant Case History

1. N/A

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural
- B. Traffic & Access:**
1. Proposed access is a 25' access easement through the golf course to Highway 92.

2. The proposed AEDS does not have the minimum 150 feet of street frontage. However, per 25-3-19 (B)(14)(b), if an AEDS is an interior-section type, is shall have a dedicated access road, at least 25 feet wide.

C. Utilities:

1. The AEDS is located in the extra-territorial jurisdiction and is not required to be served by city utilities.

IV. STAFF COMMENTS

- A. The intent of the property owner is to lease the AEDS to their parents.
- B. While the property is not used for agricultural purposes, an AEDS would be permitted under 25-3-19 (A) (14)(a)(3). This section states an AEDS can be dedicated on a parcel of marginal usage land.
 - a. Marginal usage is defined as land with little or relatively little agricultural productivity capability.
- C. The AEDS is located in the floodplain overlay district, and any buildings constructed on it will be required to comply with Chapter 25 Article 19.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The agricultural use and AEDS designation are consistent with the Comprehensive Plan Future Land Use Map.
2. The AEDS designation will not create any nonconforming yards or structures.
3. The reserved area meets the required 80 acre minimum.
4. The AEDS meets the 2-acre minimum and 20-acre maximum area requirement.
5. The AEDS is located on marginal usage land.

A. Findings of Fact to Not Recommend Approval May Include:

1. None

VI. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Agricultural Estate Dwelling designation of a tract of land situated in a tract of land situated in Northwest Quarter of Section 20, Township 22 North, Range 55 West of the 6th P.M to Riverview Golf Course, LLC as shown on the survey.

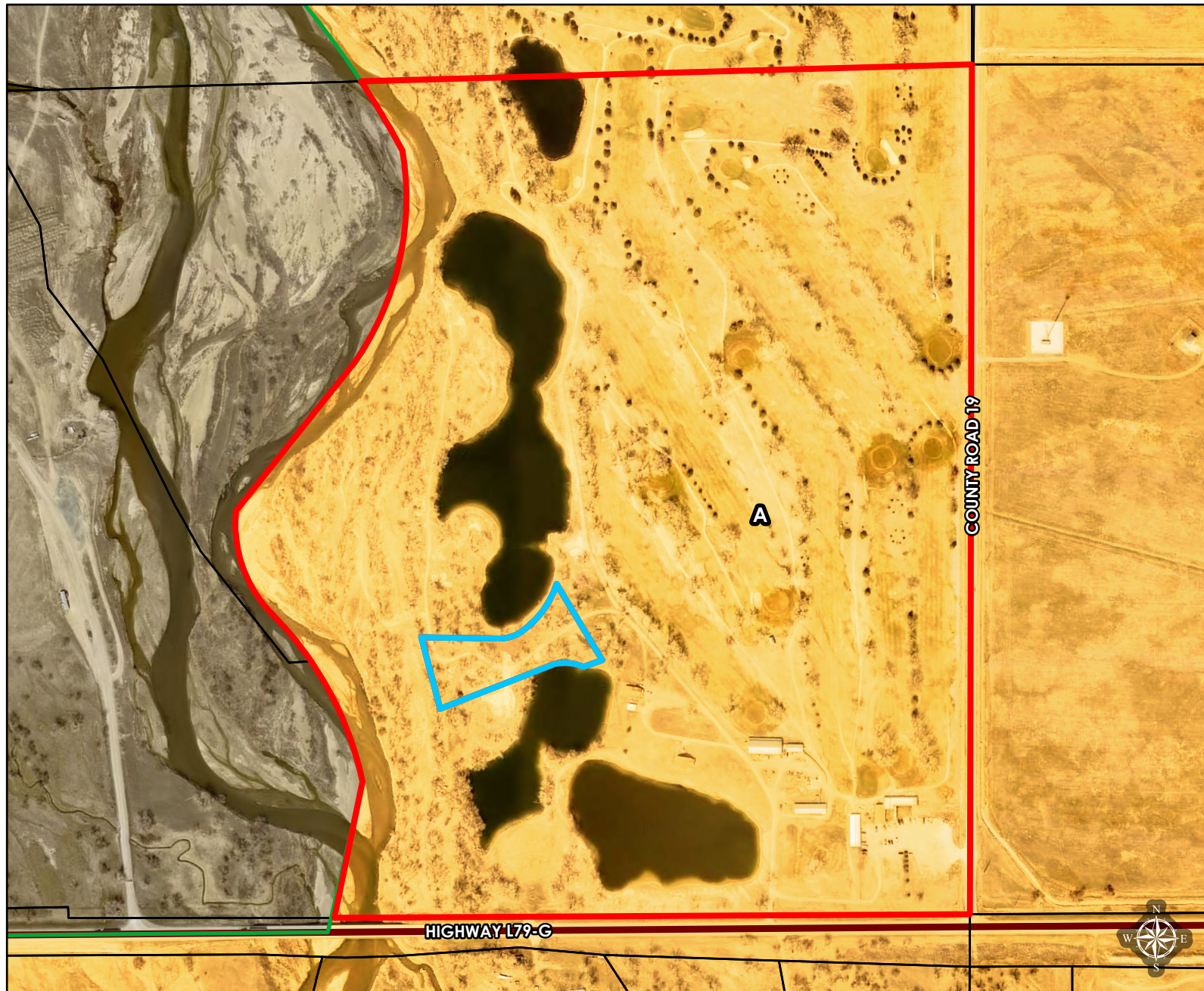
VII. PUBLIC NOTIFICATION

- A. No other property owners are within 300 feet of the proposed Agricultural Estate Dwelling Site. One sign was posted on the property more than 10 days before the date of the meeting indicated the date, time, and place of the public hearing.

AEDS REQUEST

RIVERVIEW GOLF COURSE

Zoning Overview



Street Centerlines

- Highway
- Main Road
- Residential/Rural

Official City Zoning

- (A) Agriculture
- (AR) Agriculture Residential
- (C-1) Central Business District
- (C-2) Neighborhood Commercial
- (C-3) Heavy Commercial
- (M-1) Light Manufacturing & Industrial
- (M-2) Heavy Manufacturing and Industrial
- (O-P) Office and Professional
- (PBC) Planned Business Center
- (R-1) Single Family
- (R-1A) Single Family Medium Density
- (R-1B) Rural Residential Estate
- (R-4) Heavy Density Multiple Family
- (R-6) Mobile Home
- Parcels

AEDS and Land

- AEDS
- Land

Corporate and ETJ Boundaries

- Scottsbluff Corporate Limits
- Scottsbluff ETJ
- Terrytown Corporate Limits
- Terrytown ETJ

Taylor Stephens
City of Scottsbluff GIS
Created on 4/19/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

AEDS REQUEST

RIVERVIEW GOLF COURSE

2016 Comp. Plan Future Land Use Overview



2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- SE Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area

Street Centerlines

- Highway
- Main Road
- Residential/Rural

2016 Comp. Plan Development

- LTD (10 - 20 yrs)
- NTD (Less than 5 yrs)
- STD (5 - 10 yrs)

AEDS and Land

- AEDS
- Land

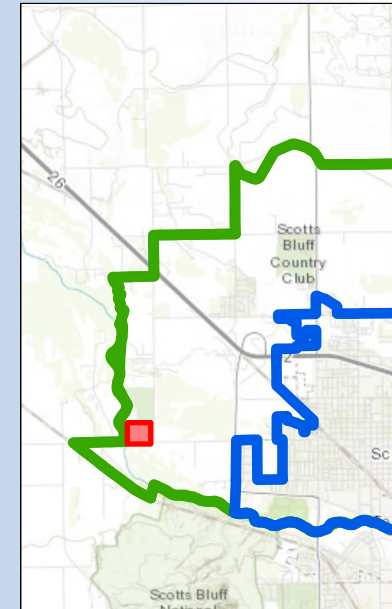
Taylor Stephens
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AEDS REQUEST

RIVERVIEW GOLF COURSE

Aerial Overview



Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural
- Parcels

AEDS and Land

- AEDS
- Land

Taylor Stephens
City of Scottsbluff GIS
Created on 4/19/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 2 and 3 below.

The following action was taken by the Scottsbluff City Planning Commission, and the Scottsbluff City Council.

TO-WIT:

1. Riverview Golf Course, LLC (Scott & Brenda Wickard) has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District Zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13. Ag. District, specifically 25-3-19.1-13, of the Zoning Regulations. The Planning Commission approved the same at their regular meeting on May 13, 2024 and the City Council accepted such recommendations by approving the same, as provided by law, at the meeting of the Scottsbluff City Council on June 3, 2024.
2. Legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling Site is: A tract of land situated in accretion ground to Government Lot 1, located in the Northeast Quarter of Section 20, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County Nebraska, more particularly described as follows:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE WESTERLY ON THE EAST/WEST QUARTER LINE OF SAID SECTION 20, ON AN ASSUMED BEARING OF N88°55'05"W, A DISTANCE OF 1660.63 FEET, THENCE BEARING N01°04'55"E, A DISTANCE OF 720.69 FEET, TO THE **TRUE POINT OF BEGINNING**, THENCE BEARING N12°43'36"W, A DISTANCE OF 232.83 FEET, THENCE BEARING S87°06'09"E, A DISTANCE OF 243.31 FEET, TO A POINT ON THE SOUTH BANK OF A POND, AS SURVEYED, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°46'32", A RADIUS OF 127.91 FEET, A CHORD BEARING OF N75°30'35"E, AND A CHORD LENGTH OF 76.45 FEET, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, AND SOUTH BANK OF SAID POND, A DISTANCE OF 77.63 FEET, TO THE POINT OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 36°50'32" A RADIUS OF 295.02 FEET, A CHORD BEARING OF N38°15'22"E, AND A CHORD LENGTH OF 186.45 FEET, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE AND SOUTH BANK OF SAID POND, AS SURVEYED, A DISTANCE OF 189.70 FEET, THENCE BEARING S28°57'01"E, A DISTANCE OF 279.61 FEET, THENCE BEARING S71°57'36"W, A DISTANCE OF 62.46 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT, SAID POINT BEING ON THE

NORTH BANK OF A POND, AS SURVEYED, SAID CURVE HAVING A CENTRAL ANGLE OF 35°25'45', A RADIUS OF 151.43 FEET, A CHORD BEARING OF N82°36'09"W, AND A CHORD LENGTH OF 92.15 FEET, THENCE WESTERLY ON THE ARC OF SAID CURVE AND NORTH BANK OF SAID POND, A DISTANCE OF 93.64 FEET, THENCE BEARING S70°40'56"W, A DISTANCE OF 387.56 FEET, TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.07 ACRES, MORE OR LESS,

AND SAID ABOVE-DESCRIBED TRACT OF LAND TO HAVE A 25.00-FOOT-WIDE ACCESS EASEMENT, THE CENTERLINE OF SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE WESTERLY ON THE EAST/WEST QUARTER LINE OF SAID SECTION, ON AN ASSUMED BEARING OF N88°55'05"W, A DISTANCE OF 1396.44 FEET, THENCE BEARING N01°04'55"E, A DISTANCE OF 52.96 FEET, TO THE POINT OF INTERSECT/ON WITH THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY L79G AS DESCRIBED IN DEED BOOK 87, PAGE 123, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**, THENCE CONTINUING ON THE LAST DESCRIBED COURSE, BEARING N01°04'55"E, A DISTANCE OF 32.18 FEET, THENCE BEARING N88°42'42"W, A DISTANCE OF 107.18 FEET, THENCE BEARING N21°20'26"W, A DISTANCE OF 299.24 FEET, THENCE BEARING N03°45'10"W, A DISTANCE OF 364.37 FEET, TO THE POINT OF TERMINUS OF SAID CENTERLINE, SAID EASEMENT CONTAINING AN AREA OF 0.46 ACRES, MORE OR LESS

- 3. The legal description of the reserved real estate pursuant to Part 25-3-19: All of Government Lot 1 in Section 20, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska EXCEPT those parts conveyed to The State of Nebraska in Deed Book 87, Page 123 and Deed Book 188, Page 207, and EXCEPT the above-described tract to land.

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

I, Jeanne McKerrigan the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Planning Commission, and City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public bodies. IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS

_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Jeanne McKerrigan

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public duly
commissioned and qualified to act in Scottsbluff, Scotts Bluff County,
personally came the referenced Mayor , to me known to be the
identical person whose name is affixed to the foregoing certificate, and
acknowledged the same to be his voluntary act and deed as such official.

Notary Public
(NOTARY SEAL & COMMISSION EXPIRES)

City of Scottsbluff, Nebraska

Monday, June 3, 2024

Regular Meeting

Item 12.a

Council to discuss and consider action on the Yard Waste Disposal Agreement with the City of Bridgeport and Waste Connections of Nebraska, Inc. and authorize the Mayor to sign the Agreement.

Staff Contact:

YARD WASTE DISPOSAL AGREEMENT

This Yard Waste Disposal Agreement (this "Agreement") is entered into this ____ day of _____, 2024, by and between City of Scottsbluff, Nebraska, a municipal corporation with an office at 2525 Circle Drive, Scottsbluff, NE 69361 (hereinafter referred to as "City"), City of Bridgeport, Nebraska, a municipal corporation with an office at 809 Main Street, Bridgeport, NE 69336 (hereinafter referred to as "Bridgeport") and Waste Connections of Nebraska, Inc., a Delaware corporation, with an office at 710 Country Club Road, Gering, Nebraska 69341 (hereinafter referred to as "WC of NE").

ARTICLE I DISPOSAL OF YARD WASTE

Bridgeport has contracted with WC of NE to remove yard waste from its municipal limits. WC of NE has requested the City to allow it to haul and dispose of all yard waste from Bridgeport to the City's yard waste facility. The parties agree during the term of this Agreement, subject to any periodic quantity or other limitation imposed by applicable federal, state, local or administrative law, rule, regulation, order, consent agreement, ordinance, permit (including, but not limited to, the City's operating permit with the Nebraska Department of Environmental Quality ("NDEQ") or otherwise, the City, during normal hours of operation, shall receive and dispose of all yard waste (collectively "Yard Waste") as defined by Scottsbluff Municipal Code § 6-6-25, delivered by WC of NE to the yard waste facility located at 260275 County Road E, Scottsbluff, NE 69361 (the "Yard Waste Facility"). WC of NE and Bridgeport agree to not haul or dispose any hazardous waste to the Yard Waste Facility. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state and local law.

Upon reasonable requested by the City, WC of NE shall, but in no event more than two (2) time per calendar year, provide the City, with a representative sample of the Yard Waste to be disposed at the Yard Waste Facility. WC of NE shall furnish, upon request, to City any information regarding known, suspected, or planned changes in composition of such Yard Waste. WC of NE warrants that all Yard Waste delivered to the City shall conform to the definition of Yard Waste found in the Scottsbluff Municipal Code. WC of NE has an obligation to inform the City of any new information, or information not previously provided to WC of NE by Bridgeport, which may affect the acceptability of the Yard Waste by the City. Further, WC of NE shall comply with reasonable City requests for evidence of WC of NE's continuing compliance with the terms of the Agreement.

ARTICLE II TITLE

Title to the Yard Waste delivered to the Yard Waste Facility by WC of NE shall be transferred to and vest in the City at the time the Yard Waste is fully unloaded at the Yard Waste Facility and WC of NE's vehicle has departed. Prior thereto, title to the Yard Waste shall be in, and risks and responsibilities therefore shall be borne by WC of NE.

Notwithstanding the foregoing, in the event any material delivered by WC of NE, other than Yard Waste, is found at any time in the Yard Waste Facility, WC of NE shall work with City to reasonably accomplish, at WC of NE's sole cost and in a timely fashion, the removal from the Yard Waste Facility and/or otherwise lawful disposal of such material. If WC of NE fails to timely cooperate with City to effect removal of the material, City may arrange for the transportation and disposal of the material at a facility permitted to accept such materials and WC of NE shall promptly reimburse City for all costs incurred in connection therewith.

ARTICLE III COMPLIANCE WITH LAWS

WC of NE and Bridgeport shall comply with all applicable administrative, local, state, and federal laws, rules and regulations pertaining to the delivery and disposal of the Yard Waste. WC of NE and Bridgeport shall also comply with work and safety rules, which have been promulgated and provided in written form to WC of NE by City to govern operations at the Yard Waste Facility. This Agreement provides WC of NE with a license to enter the Yard Waste Facility for the limited purpose of, and only to the extent necessary for, off-loading Yard Waste at the Yard Waste Facility in the manner directed by City. Except in an emergency, WC of NE's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Yard Waste, WC of NE's personnel shall promptly leave the Yard Waste Facility. Under no circumstances shall WC of NE or its personnel engage in any scavenging of waste or other materials at the Yard Waste Facility. The City reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Yard Waste Facility, the conduct of the drivers and others on the premises, quantities and sources of yard waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Yard Waste Facility.

The City shall have the right to inspect all vehicles and containers of waste haulers, including WC of NE's vehicles, in order to determine whether the waste is Yard Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The City's exercise, or failure to exercise, its rights hereunder shall not operate to relieve WC of NE of its responsibilities or liability under this Agreement.

ARTICLE IV DISPOSAL RATES

The rate for disposal of the Yard Waste to be paid by WC of NE under the term of this Agreement shall be \$15.00 per ton. The rate shall be subject to adjustments as determined by the City. The City agrees to notify WC of NE of an impending rate adjustment and indicate the reason for said adjustment at least thirty (30) days in advance of its implementation.

ARTICLE V TERM AND TERMINATION

The effective date of this Agreement is _____, 2024 (the "Effective Date"). The term of this Agreement shall run for a period of one (1) year from the Effective Date, unless sooner terminated by the written consent from both parties, or as a result of an Event of Default, as defined below.

It shall constitute an "Event of Default" under this Agreement if either party breaches this Agreement or defaults in the performance of any of its obligations contained herein, and such breach or default shall continue for a period of thirty (30) days after the breaching/defaulting party's receipt of written notice from the other party specifying such breach or default and requiring it to be remedied; provided, however, that if any such breach or default (except the nonpayment of amounts due and owing by WC of NE) cannot with due diligence be remedied by the breaching/defaulting party within such thirty (30) days, and such party commences to remedy such breach or default within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such breach of default shall be extended so long as the breaching/defaulting party prosecutes such remedy with reasonable diligence, but in no event beyond sixty (60) days after receipt of the default notice. Following the occurrence of any Event of Default, the non-breaching party/defaulting party may terminate this Agreement and/or exercise any other remedy it may have under this Agreement, applicable law and principles of equity.

ARTICLE VI PAYMENT

WC of NE agrees to make payment within thirty (30) days after receipt of invoice, which payment shall be submitted to the City office on such invoice. If WC of NE fails to make timely payment of an undisputed invoiced amount, City may suspend WC of NE's right to use the Yard Waste Facility at any time and for such period of time as WC of NE remains delinquent in its payment obligations. City may impose and WC of NE agrees to pay a late fee as reasonably set by City for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law.

ARTICLE VII INDEMNITY / INSURANCE

WC of NE agrees to indemnify and hold City, its employees, agents and elected officials harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorneys fees and related costs) arising out of any claim for loss of or damage to property, including City's property, and injuries to or death of persons, including City's employees, caused by or resulting from the negligence or willful misconduct, breach of this Agreement or violation of any federal, state or local laws or regulations by WC of NE or its employees, agents or elected officials, or the delivery to the Yard Waste Facility pursuant to this Agreement.

City agrees to indemnify and hold WC of NE, its employees and agents harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorney fees and related costs) arising out of any claim for loss of or damage to property, including WC of NE's property, and injuries to or death of persons, including City's employees, to the extent caused by or resulting from the negligence or willful misconduct of City, its employees or agents or City's violation of any federal, state or local laws or regulations.

The indemnity obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

Each party shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

<u>Coverages</u>	<u>Minimum Amounts of Insurance</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
General Liability	\$2,000,000 combined single limit
Automobile Liability	\$2,000,000 combined single limit

All insurance will be by insurers authorized to do business in Nebraska. Prior to WC of NE being allowed on Yard Waste Facility premises, WC of NE upon request provide each part shall provide the other with certificates of insurance. WC of NE warrants that it will secure the above minimum amounts of insurance from any subcontractor. Each party shall be named as additional insured under all of the other party's insurance policies, with the exception of workers' compensation policies. To the extent of each party's indemnification obligations hereunder, each party agrees to waive all rights of recovery by way of subrogation against the other party in connection with any claims and/or damages covered by any of the insurance policies required under this Article, and each party shall cause all such insurance policies to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any claims and/or damages covered by such policies.

ARTICLE VIII FORCE MAJEURE

Except for the obligation to pay for services rendered, no party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, pandemic, or the revocation, suspension, denial, surrender or modification of any permit, license or approval regarding use, operation or closure of the Yard Waste Facility.

ARTICLE IX ASSIGNMENT

This Agreement is assignable, subject to the prior written consent of both parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted

successors and assigns; provided, however, that no such consent shall be unreasonably withheld, conditioned or delayed.

ARTICLE X ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between City, WC of NE and Bridgeport to WC of NE's disposal of Yard Waste at the Yard Waste Facility, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by all parties.

ARTICLE XII MISCELLANEOUS

Savings Clause. Invalidation of all or any portion of the provisions herein contained by law, judgment, or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Waivers. One or more waivers of any covenant or agreement contained herein by a party shall not be constructed as a waiver of a further breach of the same.

Captions. The captions and Article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement nor the intent of any provision thereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one agreement binding on the parties hereto. Facsimile copies of signature pages shall be deemed originals.

Governing Law. This Agreement shall be governed by the laws of the State of Nebraska, without regard to that state's conflicts of laws jurisprudence.

Attorneys Fees. In any dispute to enforce this Agreement, the prevailing party is entitled fully to recover its reasonably incurred costs, including reasonable attorneys' fees incurred in the enforcement of its rights hereunder. In determining which party is the "prevailing party," the Court must take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. Notwithstanding the foregoing, if a written settlement offer or counteroffer is not accepted and the judgment or award finally obtained (not including costs and reasonable attorneys' fees) is equal to or more favorable than such offer, or counteroffer, then the offeror is deemed to be the prevailing party.

Notices: All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail at the addresses first hereinabove written.

WC of NE:

**WASTE CONNECTIONS OF NEBRASKA,
INC.**

City:

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

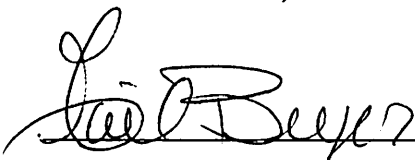
Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Bridgeport:

CITY OF BRIDEPORT, NEBRASKA

By: 

Name: Gail Beyer

Title: Mayor

Attest:

