



## LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581  
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

### MEMORANDUM

Date: February 10, 2022

To: Lower Platte South Natural Resources District Board of Directors

From: Ariana Kennedy, Resources Conservationist *AK*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, February 10, 2022, at 5:30 p.m., the Recreation, Forestry and Wildlife subcommittee met via Zoom. Subcommittee members on the Zoom meeting; Anthony Schutz – Chair, Tom Green, Christine Lamberty, Luke Peterson, Mark Spangler, Ray Stevens and John Yoakum. Other attendees were Deb Eagan, Paul Zillig, David Potter, and Ariana Kennedy.

First, on the agenda was the Wabash Trailhead on MoPac East Trail. The Lower Platte South Natural Resources District (LPSNRD) and the MoPac Alliance are working together to develop a trailhead in Wabash. The first phase of the parking lot is a vault waterless restroom and a parking lot. CXT Inc. produces specialized high quality, prefabricated, vandal resistant restrooms. LPSNRD has CXT vault restrooms at Walton Trailhead, Loma Trailhead (Oak Creek trail), Timber Point Lake, Wildwood Lake and have been pleased with the durability of these facilities. CXT provided a quote of \$19,353.00 for the Gunnison vault restroom. The quote includes delivery and set up of the restroom. The MoPac Alliance will be providing funds for this project as well. Conversation about ADA accessibility to the restroom and the connector trail for trail users from the parking lot to the undeveloped corridor occurred. Staff will plan to have a contractor pour a concrete pad for ADA accessibility next to the restroom following installation and establish a connector trail this spring at the trailhead. A map of the trailhead, 'Wabash Trailhead Layout, Cass County', the quote, and informational brochure on CXT vault restrooms are attached to this memo.

**It was moved by Yoakum and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the CXT Inc. quote of \$19,353.00 for the Gunnison single vault restroom for the Wabash Trailhead project.**

LPSNRD requested proposals from four contractors in Cass County to develop a 7,000 square foot parking lot and access drive at the Wabash trailhead. Two proposals were received. The low proposal was from Nebraska Digging Services of Alvo, Nebraska for \$6,060.00. Copies of the parking lot proposals are attached.

**It was moved by Lamberty and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Nebraska Digging proposal of \$6,060.00 for parking lot construction for the Wabash Trailhead project.**

Next, on the agenda was the Oak Creek Trail Repair project. In October, High Plains Enterprises was awarded the Oak Creek Trail repair project with a low bid of \$228,070.00. Bauer Infrastructure, LLC recently purchased High Plains Enterprises. Due to the change in ownership, LPSNRD legal counsel was consulted on the procedure to complete this project. Legal counsel advised to have Bauer prepare a new contract and acquire bonds for the project. Additionally, LPSNRD board of directors would need to provide approval of assignment of contract to Bauer. Bauer is a competent and reputable contractor and is willing to start and complete this project on the same schedule and cost. Olsson is providing construction services on the project. A copy of the contract is attached to this memo.

**It was moved by Stevens and seconded by Peterson and unanimously approved to recommend the Lower Platte South NRD Board of Directors approval of assignment of contract on Oak Creek Trail to Bauer Infrastructure, LLC, Martell, NE in the amount of \$228,070.00 for the Oak Creek Trail Repair project.**

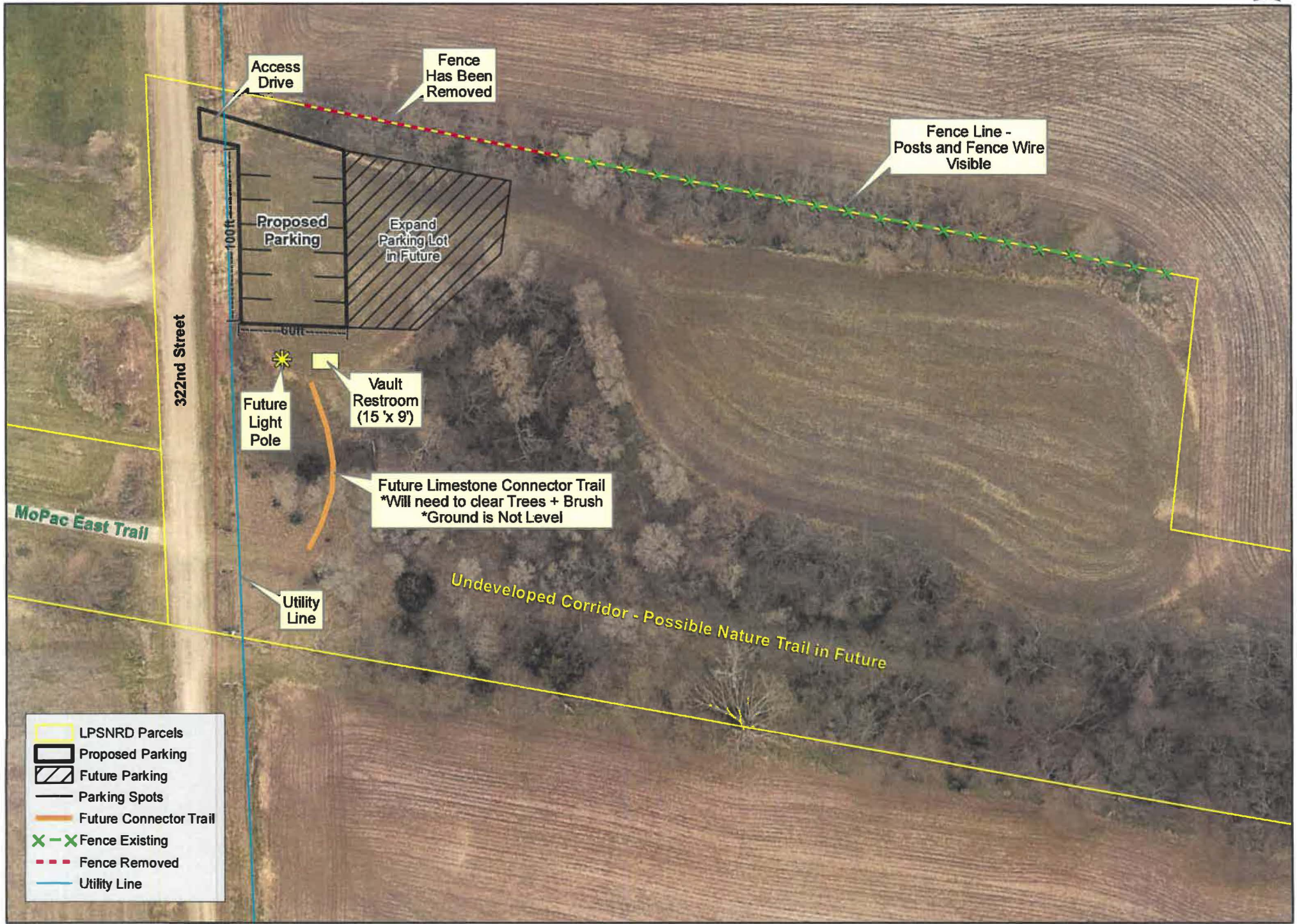
Last, on the agenda were several reports/updates. The reports/updates were the New Bridge Strategy Survey conservation results (LPSNRD contributed \$5,000 towards the survey), an update on the Capitol Beach Community Association Easements (Muehle easement closes on February 22), and the LPSNRD tree seedling program sales along with the Executive Travel tree incentive for those purchasing trees.

Meeting adjourned at 6:08 p.m.

PC: RF&W subcommittee file



# Wabash Trailhead Layout, Cass County



Access Drive

Fence Has Been Removed

Fence Line - Posts and Fence Wire Visible

Proposed Parking

Expand Parking Lot in Future

322nd Street

100ft

60ft

Future Light Pole

Vault Restroom (15' x 9')

Future Limestone Connector Trail  
\*Will need to clear Trees + Brush  
\*Ground is Not Level

Utility Line

Undeveloped Corridor - Possible Nature Trail in Future

MoPac East Trail

- LPSNRD Parcels
- Proposed Parking
- Future Parking
- Parking Spots
- Future Connector Trail
- Fence Existing
- Fence Removed
- Utility Line



Gunnison single vault. Standard features include polyethylene lined concrete vault, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

Base Price	Price per unit	Click to select	
<b>Gunnison 6' 6" x 14' 8"</b>	\$ 15,753.00	<input type="checkbox"/>	15,753.00
<b>Added Cost Options:</b>			
Earth Work (includes excavation, backfill and cleanup)	\$ 3,500.00	<input type="checkbox"/>	0.00
Optional Wall Texture -choose one	<input type="checkbox"/> Split Face Block (\$1,500) <input type="checkbox"/> Struck Trowel (\$1,500) <input type="checkbox"/> Stone (\$3,000)		0.00
Optional Roof Texture -choose one	<input type="checkbox"/> Delta Rib		0.00
R-19 Roof Insulation	\$ 650.00	<input type="checkbox"/>	0.00
Room Wastebasket	\$ 150.00	<input type="checkbox"/>	0.00
Owl Guard	\$ 50.00	<input type="checkbox"/>	0.00
Hand Sanitizer Dispenser	\$ 50.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance	\$ 3,450.00	<input type="checkbox"/>	0.00
Solar Light Kit	\$ 900.00	<input type="checkbox"/>	0.00
Solar Fan Kit	\$ 750.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$ 0.00
Engineering and State Fees:			\$
Estimated One-way Transportation Costs to Site (quote):			\$ 3,600.00
Custom Options:			\$
<b>Total Cost per Unit Placed at Job Site:</b> <i>(excludes all taxes)</i>			<b>\$ 19,353.00</b>

**Estimated monthly payment on 5 year lease \$389.00**

**Other Options:**

Single Color: Charcoal Grey	Two-Tone Color: Walls (select one)  Roof (select one)	Floor Plan: Right Hand Floor Plan	*Signage: <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Unisex <input type="checkbox"/> Accessible	Wall Vent Location: (upon entering door) <input type="checkbox"/> Right Side <input type="checkbox"/> Rear <input checked="" type="checkbox"/> Left Side <input type="checkbox"/> Door
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*\*Building includes restroom signs in Braille and roman lettering.*

Top Section of Building: (select one)	Bottom Section of Building: (select one)	Rock Color Selection: (select one)	Notes:
Deadbolt Lock: <input checked="" type="checkbox"/> CXT Supplied <input type="checkbox"/> Customer Supplied Lock	Door Opener: Privacy Latch ADA Handle	Paper Holders: 3-Roll Stainless Steel	

This price quote is good for 60 days from date below, and is accurate and complete.

**Rich Edwards** Digitally signed by Rich Edwards  
Date: 2022.01.18 07:41:01 -06'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date



# VAULT WATERLESS RESTROOMS

## SIMPLE TO INSTALL

CXT® buildings require minimal site preparation and can typically be in use on the day of installation.

## READY TO USE

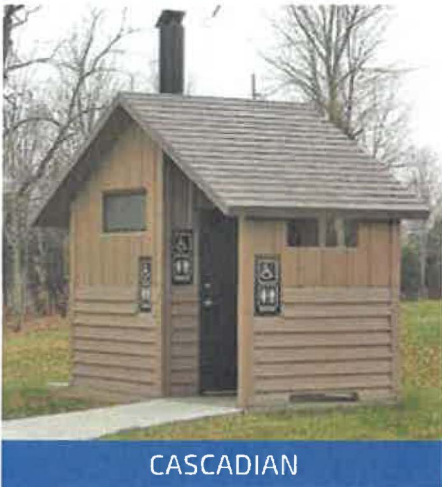
Our buildings are prefabricated and delivered complete and ready to use.

## EASY TO MAINTAIN

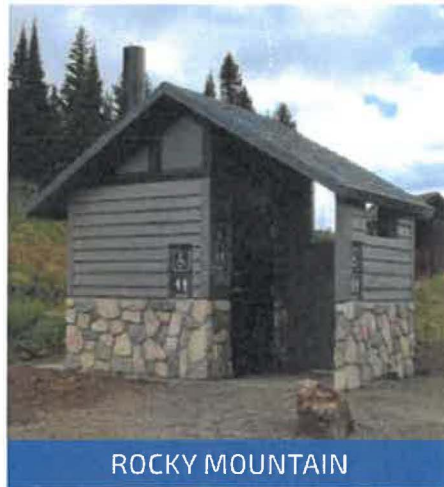
Our interiors are designed to resist abusive wear and can be cleaned quickly with warm soapy water and a brush.



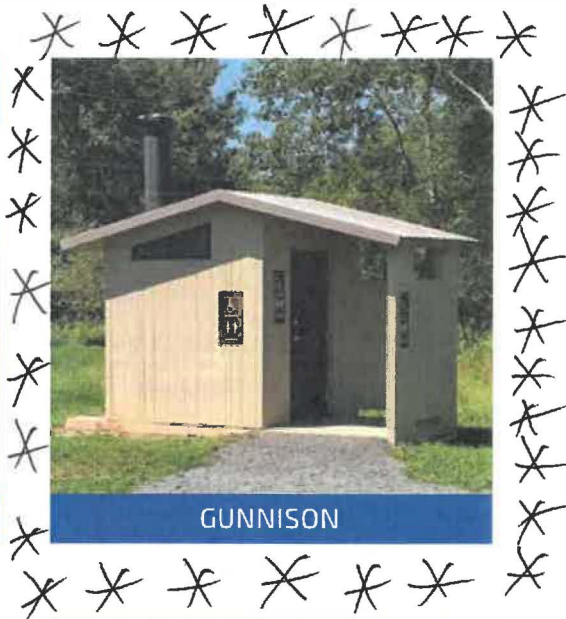
## SINGLE VAULT



CASCADIAN

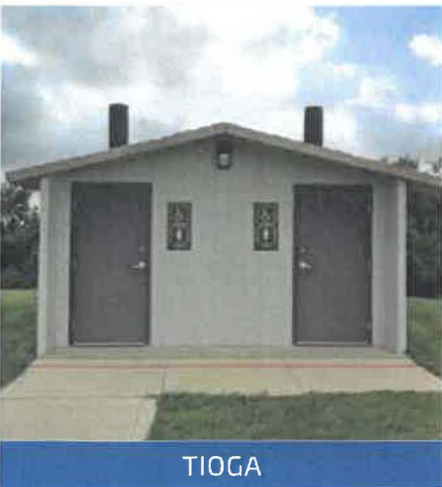


ROCKY MOUNTAIN

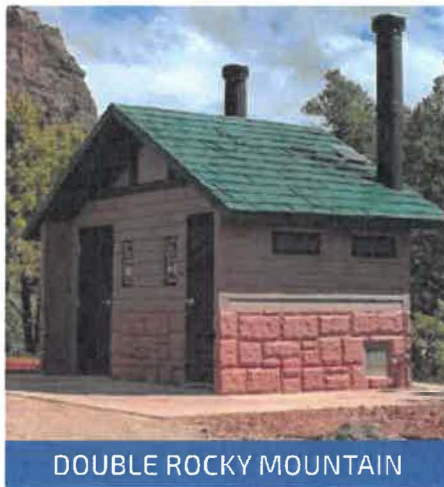


GUNNISON

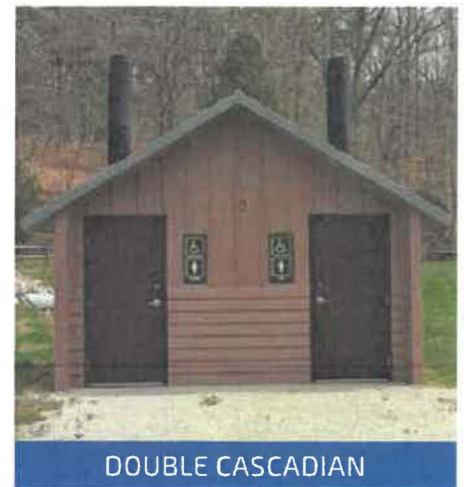
## DOUBLE VAULT



TIOGA



DOUBLE ROCKY MOUNTAIN



DOUBLE CASCADIAN

*Engineered to withstand snow, wind, flood, and zone-4 seismic loads.*

## SWEET SMELLING TECHNOLOGY

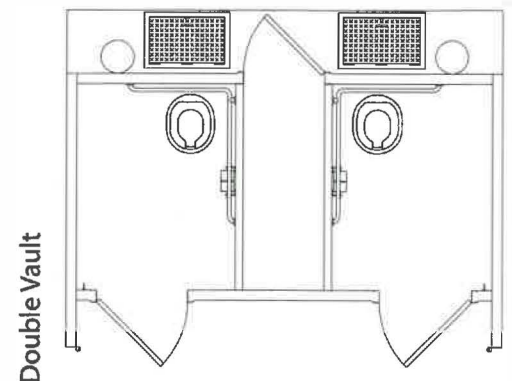
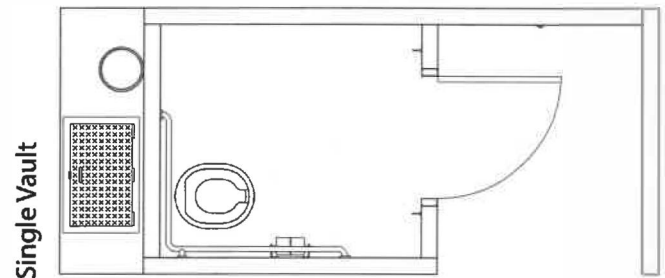
- Designed and placed to ensure an unobstructed airflow over the top of the vent stack for passive ventilation.
- The location of the wall vent and orientation of the building takes advantage of the unobstructed airflow.
- The positive continual air flow carries the vault air out through the vent pipe keeping the building odor-free.



## VAULT

- Installed below ground level with vault dimensions that match the perimeter of the building to provide a stable structure that supports the full weight of the building.
- Each holds up to 1,000 gallons of waste (approximately 15,000 uses).
- Sloped so that waste will drain to the clean out end.
- Lined with a black polyethylene liner that is cast into the side walls of the concrete vault using dovetail embeds.

- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Will not rot, rust or burn
- Available in 28 different colors
- Custom textures and colors also available



Floor plans for reference only.



www.cxtinc.com ▪ 800.696.5766

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**THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
IS ACCEPTING PROPOSALS TO DEVELOP A GRAVEL PARKING  
LOT AND ACCESS DRIVE IN WABASH, NEBRASKA**

January 20, 2022

The Lower Platte South Natural Resources District is accepting proposals to develop a gravel parking lot and access drive for a trailhead. The trailhead is located in Wabash on the east side of 322<sup>nd</sup> Street directly north of the undeveloped MoPac East Trail corridor. A map of the area showing the parking lot, access drive, and undeveloped trail corridor is enclosed/attached with this letter/e-mail.

Details and items included in proposal:

- Parking lot and access drive will require approximately 140 tons of 1.5" crusher run limestone to obtain a 4" layer of rock (based on 7,000 square feet)
- Lump sum cost for grading and/or skid loader
- Lump sum mobilization

If you wish to submit a proposal, you may use the form below.

Contractor Name: HAUSCHILD CONSTRUCTION, 503 House St., Avoca, NE 68307  
ofc: 402-275-3746 Cell: 402-430-9376

Item	Unit	Number Required	Unit Cost	Cost
1.5" crusher run limestone	Ton	140	\$32.00/Ton	\$ 4,480.00
Grading/skid loader	Lump Sum	1	\$2,000.00	\$ 2,000.00
Mobilization	Lump Sum	1	\$ 500.00	\$ 500.00
<b>Total</b>				<b>\$ 6,980.00</b>

If you wish to meet on site, please contact me at (402) 476-2729 or e-mail me at [ariana.kennedy@lpsnrd.org](mailto:ariana.kennedy@lpsnrd.org) to set up a time to meet. Questions may be directed to me as well.

Proposals will be accepted until February 3<sup>rd</sup> at 1:00 p.m. Submit proposals via e-mail to: [ariana.kennedy@lpsnrd.org](mailto:ariana.kennedy@lpsnrd.org) or postal mail to: Lower Platte South Natural Resources District, Attn: Ariana Kennedy, 3125 Portia Street, Box 83581, Lincoln, NE 68501.



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- Lump sum cost for grading and/or skid loader
- Lump sum mobilization

If you wish to submit a proposal, you may use the form below.

Contractor Name: Nebraska Digging Services 190 Main St, Alvo NE 68304

Item	Unit	Number Required	Unit Cost	Cost
1.5" crusher run limestone	Ton	140	\$ 29.00	\$ 4,060.00
Grading/skid loader	Lump Sum	1	\$ 1,500.00	\$ 1,500.00
Mobilization	Lump Sum	1	\$ 500.00	\$ 500.00
<b>Total</b>				<b>\$ 6,060.00</b>

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

THIS AGREEMENT is by and between Lower Platte South Natural Resources District ("Owner") and Bauer Infrastructure, LLC. of Martell, Nebraska ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Base Bid - The project work shall consist of furnishing all labor, materials, and equipment for construction of trail repairs and bank stabilization. The major items of work consists of the construction of approximately 4,303 CY of excavation and export, 1,020 CY of excavation and landfill disposal, 250 CY of topsoil import and placement, 457 TN of rip-rap, 425 SY of trail surfacing, 1,650 SY of hydroseeding, and various removals.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

LPSNRD Oak Creek Trail Repairs, Valparaiso, NE  
Olsson Project # 019-35140

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Olsson.

3.02 The Owner has retained Olsson ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete within 90 calendar days after the issuance of the Notice to Proceed, and will be completed and ready for final payment within 270 calendar days after the issuance of the Notice to Proceed.

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 \$500.00 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 \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

**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:

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):

Total of All Unit Price Bid Items: (See Bid Form)

Two Hundred Twenty-Eight Thousand Seventy Dollars and Zero Cents (\$228,070.00)

(Write-Out-in-Words)

(Figures)

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.

- A. 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 a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of 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 a 5 percent retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by the Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125% percent of Engineer's estimate of the value of Work to be completed or corrected 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 as provided in Article 15 of the General Conditions shall bear interest at the maximum legal rate.

## **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. 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.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. 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 C-520-1 to C-520-7, inclusive).
  - 2. Performance bond (pages C-610-1 to C-610-3, inclusive).

3. Payment bond (pages C-615-1 to C-615-3, inclusive).
  4. General Conditions (pages C-700-1 to C-700-65, inclusive).
  5. Supplementary Conditions (pages C-800-1 to C-800-13 inclusive).
  6. Specifications and Appendices as listed in the table of contents of the Project Manual.
  7. Drawings (not attached but incorporated by reference) each sheet bearing the following general title: Oak Creek Trail Repairs.
  8. Addenda (numbers 0 to 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages C-410-1 to C-410-5, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award, None.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- 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 anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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.

10.07 *New Employee Work Eligibility Status*

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

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

Date



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

OWNER: Lower Platte South Natural Resources District  
3125 Portia Street  
Lincoln, NE 68521

CONTRACTOR: Bauer Infrastructure, LLC.  
18570 SW 29<sup>th</sup> Street  
Martell, NE 68404



By: \_\_\_\_\_

By: [Signature]

Title: \_\_\_\_\_

Title: Managing Member

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

Attest: \_\_\_\_\_

Attest: [Signature]

Title: \_\_\_\_\_

Title: Manager

Address for giving notices:

Address for giving notices:

18570 SW 29<sup>th</sup> Street

Martell NE 68404

License No.: \_\_\_\_\_  
*(where applicable)*

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

**Documentation of Authority to Sign**

Complete Section A or B, as applicable:

Section A.

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


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

(Corporate Seal)

\_\_\_\_\_  
Corporate Secretary

Section B.

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

By   
Managing Member

**NOTARIZATION**

STATE OF NEBRASKA COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

DAS-1



**PERFORMANCE BOND**

**CONTRACTOR** (name and address):

Bauer Infrastructure, LLC  
18570 SW 29th St.  
Martell, NE 68404

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

United Fire & Casualty Company  
118 Second Avenue SE  
Cedar Rapids, IA 52401

**OWNER** (name and address):

Lower Platte South Natural Resources District  
3125 Portia Street Lincoln, NE 68521

**CONSTRUCTION CONTRACT**

**Effective Date of the Agreement:**

Amount: Two Hundred Twenty-eight Thousand Seventy And No/100 (\$228,070.00)

Description (name and location): LPSNRD Oak Creek Trail Repairs, Valparaiso, NE - Project No. 019-35140



**BOND**

Bond Number: 54-238038

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

Amount: Two Hundred Twenty-eight Thousand Seventy And No/100 (\$228,070.00)

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**

Bauer Infrastructure, LLC \_\_\_\_\_ (seal)

United Fire & Casualty Company \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]

By: [Signature]

Signature

Signature (attach power of attorney)

Stu Bauer

James M. King

Print Name

Print Name

Managing Member

Attorney-in-Fact

Title

Title

Attest: [Signature]

Attest: [Signature]

Signature

Signature

Manager

witness

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):*

Bauer Infrastructure, LLC  
 18570 SW 29th St.  
 Martell, NE 68404

United Fire & Casualty Company  
 118 Second Avenue SE  
 Cedar Rapids, IA 52401

**OWNER** *(name and address):* Lower Platte South Natural Resources District  
 3125 Portia Street Lincoln, NE 68521

**CONSTRUCTION CONTRACT**

**Effective Date of the Agreement:**

**Amount:** Two Hundred Twenty-eight Thousand Seventy And No/100 (\$228,070.00)

**Description** *(name and location):* LPSNRD Oak Creek Trail Repairs, Valparaiso, NE - Project No. 019-35140



**BOND**

**Bond Number:** 54-238038

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

**Amount:** Two Hundred Twenty-eight Thousand Seventy And No/100 (\$228,070.00)

**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**

Bauer Infrastructure, LLC \_\_\_\_\_ (seal)

United Fire & Casualty Company \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]  
 Signature

By: [Signature]  
 Signature *(attach power of attorney)*

Shu Bauer  
 Print Name

James M. King  
 Print Name

Managing Member  
 Title

Attorney-in-Fact  
 Title

Attest: [Signature]  
 Signature

Attest: [Signature]  
 Signature

Manager  
 Title

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES M. KING, THOMAS L. KING, JACOB J. BUSS, ROBERT T. CIRONE, SETH WEEDIN EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of March, 2019

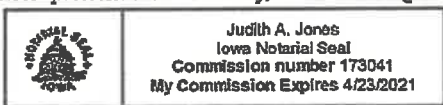


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 27th day of March, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have heretanto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_, 20 22.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0049 1217





AGENCY CUSTOMER ID: BAUUND1

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cottingham & Butler		NAMED INSURED Bauer Infrastructure LLC 3700 W. Norfolk Ave. Norfolk NE 68701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

a status subject to the terms and conditions of the endorsement attached to the policy. The Umbrella or Excess policy is follow form subject to all terms and conditions of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

**Endorsement Number:**

**Policy Number:** ZACAT6606804

**Named Insured:** BAUER UNDERGROUND, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

**Endorsement Effective Date:** 11/1/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -  
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

**SCHEDULE**

**Designated**

**Contract(s):** ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph e. is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph B. 5. and **SECTION V - GARAGE CONDITIONS**, Paragraph B. 5.

**5. Other Insurance**

- e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZACAT6606804

Named Insured: BAUER UNDERGROUND, INC.

Endorsement Effective Date: 11/01/2021

POLICY NUMBER: ZACAT6606804

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER  
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED  
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: ZAPKG6609904

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	PER SCHEDULE ON FILE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:**

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: ZAPKG6609904

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	PER SCHEDULE ON FILE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: ZAWCI6606704

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2021

Policy No. ZAWCI6606704

Endorsement No.

Insured BAUER UNDERGROUND, INC

Premium INCL.

SB I CONSTRUCTION EQUIPMENT LEASING INC

ROWDY INVESTMENTS, LLC

SB MANGEMENT, INC

Countersigned By \_\_\_\_\_

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**NOTICE TO PROCEED**

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Date of Issuance: 1/31/2022                      Engineer:                      Olsson  
Owner:                      Lower Platte South Natural Resources District                      Owner's Project No.:  
Project:                      Oak Creek Trail Repairs                      Engineer's Project No.:                      019-35140  
Contract:                      Base Bid                      Effective Date of Contract:  
Bidder & Address: Bauer Infrastructure, LLC. – 18570 SW 29<sup>th</sup> St, Martell, NE 68404

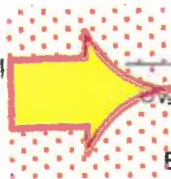
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**TO CONTRACTOR:**

***Substantial Completion Date: 90 calendar days after issuance of the Notice to Proceed.***  
***Final Completion Date: 270 calendar days after issuance of the Notice to Proceed.***

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

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



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Owner: Lower Platte South Natural Resources District

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Signature

cc: Owner, Contractor & Engineer