

**ROGER K. JOHNSON**  
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**506 Main Street**  
**Plattsmouth, Nebraska 68048**

**NOTICE OF PUBLIC HEARING**  
**SANITARY AND IMPROVEMENT DISTRICT NO. 5,**  
**OF CASS COUNTY, NEBRASKA**

NOTICE IS GIVEN that on April 19, 2011 at 6:00 p.m., at the Community Room (second floor) of Plattsmouth State Bank, 446 Main St, Plattsmouth, Nebraska 68048 the Board of Trustees of Sanitary and Improvement District No. 5 of Cass County, Nebraska will consider passing or amending and passing the following Resolution of Necessity related to the construction of "2011 Water Well Improvements" which shall include:

1. Group A Base Bid - 70 Vertical Feet of New Submersible Well
2. Group B - Base Bid - New Submersible Well Connection To Well Building No. 1
3. Group B - Alternate No. 1 - Connect Well Building No. 1 to Well Building No. 2
4. Group B - Alternate No. 2 - Install Propane Generator with Automatic Transfer Switch
5. Group B - Alternate No. 3 - Install Diesel Generator with Automatic Transfer Switch

**RESOLUTION**

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 5 of Cass County, Nebraska, find and determine that it is advisable and necessary for the District to construct improvements generally designated as "2011 Water Well Improvements," in Buccaneer Bay Subdivision, Cass County, Nebraska, which improvements will consist of

1. Group A Base Bid - 70 Vertical Feet of New Submersible Well
  2. Group B - Base Bid - New Submersible Well Connection To Well Building No. 1
  3. Group B - Alternate No. 1 - Connect Well Building No. 1 to Well Building No. 2
  4. Group B - Alternate No. 2 - Install Propane Generator with Automatic Transfer Switch
  5. Group B - Alternate No. 3 - Install Diesel Generator with Automatic Transfer Switch,
- with improvements constructed as set forth below.

BE IT FURTHER RESOLVED, that Board of Trustees of Sanitary and Improvement District No. 5 of Cass County, Nebraska, find and determine that it is advisable and necessary for the District to acquire by purchase, condemnation, or otherwise, any and all necessary temporary construction easements and permanent easements relating to the construction of the "2011 Water Well Improvements."

BE IT FURTHER RESOLVED, that the following sets forth the principal terms of the proposed agreement for the construction of said improvements:

THIS AGREEMENT is by and between Sanitary and Improvement District No. 5, Cass County, Nebraska (Buccaneer Bay) (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract

Documents. The Work is generally described as follows:

Installation of a new water well, water main to the existing well house, and piping connections in the well house.

#### ARTICLE 2 - THE PROJECT

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

2011 Water Well Improvements

Cass County SID No. 5, Buccaneer Bay, Nebraska

#### ARTICLE 3 - ENGINEER

3.01 The Project has been designed by JEO Consulting Group, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Completion and Final Payment

A. Bidder agrees that the start date for the Work will be \_\_\_\_\_ and that the Work will be completed and ready for final payment in accordance with paragraph 14.07.B of the General conditions within 180 calendar days.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each calendar day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. The CONTRACTOR agrees:

1) To pay liquidated damages for each calendar day beyond the number of calendar days authorized for completion of the contract, and

2) To authorize the ENGINEER to recommend and OWNER to deduct liquidated damages from any money due or coming due the CONTRACTOR.

C. If no monies are due the CONTRACTOR, the OWNER shall have the right to recover liquidated damages from the CONTRACTOR, from the surety, or from both the CONTRACTOR and the surety.

D. Liquidated damages will not be assessed for any days covered by an approved time extension. Deductions or payment of liquidated damages will not release the CONTRACTOR from further obligations and liabilities to complete the entire contract.

#### ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

TOTAL OF ALL UNIT PRICES \_\_\_\_\_ (use words) \$ \_\_\_\_\_ (dollars)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. OWNER shall process progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 3<sup>rd</sup> Tuesday of each month during performance of the Work as provided in paragraphs 6.02.A.1 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion and readiness for final payment, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90% of Work completed and 90% of cost of materials and equipment not incorporated in the Work (with the balance 10% being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to completion and readiness for final payment will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made.

##### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied, or assumes responsibility for having done so, all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement;
  2. Performance Bond;
  3. Payment Bond;
  4. Other Bonds/Insurance Certificates;
  5. General Conditions;
  6. Supplementary Conditions;

7. Specifications as listed in the table of contents of the Project Manual;
  8. Drawings consisting of a cover sheet and sheets numbered C0.0 through 1.3, inclusive, with each sheet bearing the following general title: 2011 Water Well Improvements, Cass County Sid No. 5, Buccaneer Bay, Nebraska;
  9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed;
    - b. CONTRACTOR's Bid;
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 8.01.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 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

### 9.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 Successors and Assigns

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

### 9.04 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.

### 9.05 Other Provisions

A. If OWNER is a public entity in the State of Nebraska, then CONTRACTOR shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska. CONTRACTOR shall require the same of each subcontractor.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2011 (which is the Effective Date of the Agreement).

OWNER:  
Sanitary and Improvement District  
No. 5, Cass County, Nebraska  
By: Kurt Meisinger, Board Chairperson  
Attest \_\_\_\_\_  
James A. Harrold, Clerk

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Attest \_\_\_\_\_  
\_\_\_\_\_

Address for giving notices  
SID #5 Board of Trustees  
19457 Treasure Island Road  
Plattsmouth, Ne 68048

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 19457 Treasure Island Road  
Plattsmouth, NE 68048  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: sid5@jagwireless.net  
cc: rjohnson@rkjohnsonlaw.com

License No. (where applicable) \_\_\_\_\_  
Agent for service of process: \_\_\_\_\_  
Designated Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Plans and Specifications have been prepared by JEO Consulting Group, Inc., engineers for the District for said improvements, JEO Project No. 101280. The engineers have filed with the Clerk of the District, prior to the first publication of this resolution, an estimate of the total costs of the improvement, including engineering fees, legal fees, fiscal fees, interest, and other miscellaneous costs, which estimate is as follows:

Group A - Base Bid - New Submersible Well					
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	LS	Mobilization / Demobilization	\$12,500.00	\$12,500.00

2.	70.5	VF	Drill Hole	\$50.00	\$3,525.00
3.	15	VF	16" S.S. Screen (80 Slot)	\$200.00	\$3,000.00
4.	3	VF	16" S.S. Screen (0 Slot)	\$350.00	\$1,050.00
5.	46.5	VF	16" Steel Casing	\$65.00	\$3,022.50
6.	1	LS	Bentonite, Grout, & Gravel Pack	\$15,000.00	\$15,000.00
7.	1	LS	Develop & Disinfect Well	\$6,300.00	\$6,300.00
8.	30	HR	Step Drawdown & Constant Rate Pump Test	\$150.00	\$4,500.00
9.	1	LS	Plumbness & Alignment Test	\$1,000.00	\$1,000.00
10.	1	LS	Chemical Analysis	\$6,000.00	\$6,000.00
11.	1	LS	Pitless Adapter, Pump, Motor, & Column	\$45,000.00	\$45,000.00
12.	1	LS	Site Work	\$5,000.00	\$5,000.00
<b>SUBTOTAL GROUP A BASE BID</b>					<b>\$105,897.50</b>
<b>CONTINGENCIES 10%</b>					<b>\$10,589.75</b>
<b>TOTAL GROUP A BASE BID</b>					<b>\$116,487.25</b>

<b>Group B - Base Bid - New Submersible Well Connection to Well Building No. 1</b>					
1.	7	TON	3/4" Rock Surfacing	\$25.00	\$175.00
2.	899	LF	8" PVC C-900 Pipe	\$21.00	\$18,879.00
3.	6	EA	8" 90° Bend, M.J.	\$300.00	\$1,800.00
4.	2	EA	8" 22.5° Bend, M.J.	\$300.00	\$600.00
5.	1	EA	8" x 4" x 8" Tee, M.J.	\$350.00	\$350.00
6.	2	EA	8" Gate Valve & Box, M.J.	\$1,250.00	\$2,500.00
7.	1	EA	10" Gate Valve & Box, M.J., Installed Live	\$4,500.00	\$4,500.00
8.	1	EA	4" Flushing Hydrant Assembly	\$2,500.00	\$2,500.00
9.	1	LS	8" DIP Pipe and Spools	\$500.00	\$500.00
10.	3	EA	8" 90° Bend, FL.	\$300.00	\$900.00
11.	4	EA	8"x6" Reducer, FL.	\$250.00	\$1,000.00
12.	1	LS	6" DIP Pipe and Spools	\$2,000.00	\$2,000.00
13.	4	EA	6" Tee, FL.	\$325.00	\$1,300.00
14.	3	EA	6" 90° Bend, FL.	\$250.00	\$750.00
15.	1	EA	6" Blind Flange	\$100.00	\$100.00
16.	3	EA	6" Gate Valve, FL.	\$900.00	\$2,700.00
17.	2	EA	6" Flow Meter	\$5,000.00	\$10,000.00
18.	1	EA	6" Check Valve, FL.	\$1,100.00	\$1,100.00
19.	2	EA	2" Air Release Assembly	\$1,500.00	\$3,000.00
20.	1	LS	Tunnel Into Building	\$1,000.00	\$1,000.00
21.	1	EA	Connect to Existing System	\$1,500.00	\$1,500.00
22.	1	LS	Build Wood Studded Wall	\$2,000.00	\$2,000.00
23.	1	LS	Build Concrete Splash Pad	\$500.00	\$500.00
24.	3	EA	Install Pipe Bollard	\$250.00	\$750.00

25.	1	LS	Seeding	\$1,500.00	\$1,500.00
26.	1	LS	Electrical	\$85,000.00	\$85,000.00
27.	1	LS	Control Changes	\$17,000.00	\$17,000.00
<b>SUBTOTAL GROUP B BASE BID</b>					\$163,904.00
<b>CONTINGENCIES 10%</b>					\$16,390.40
<b>TOTAL GROUP B BASE BID</b>					\$180,294.40

<b>Group B - Alternate No. 1 - Connect Well Building No. 1 to Well Building No. 2</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	72	TON	3/4" Rock Surfacing	\$25.00	\$1,800.00
2.	566	LF	8" PVC C-900 Pipe	\$21.00	\$11,886.00
3.	2	EA	8" 90° Bend, M.J.	\$300.00	\$600.00
4.	2	EA	8" 45° Bend, M.J.	\$300.00	\$600.00
5.	1	EA	8" Cap, M.J.	\$150.00	\$150.00
6.	1	LS	8" DIP Pipe and Spools	\$300.00	\$300.00
7.	1	EA	8"x6" Reducer, FL.	\$250.00	\$250.00
8.	1	LS	6" DIP Pipe and Spools	\$750.00	\$750.00
9.	2	EA	6" 90° Bend, FL.	\$250.00	\$500.00
10.	1	EA	6" Gate Valve, FL.	\$900.00	\$900.00
11.	1	EA	6" Flow Meter	\$5,000.00	\$5,000.00
12.	1	LS	Tunnel Into Building	\$1,000.00	\$1,000.00
13.	1	LS	Control Changes	\$7,500.00	\$7,500.00
<b>SUBTOTAL GROUP B ALTERNATE NO. 1</b>					\$31,236.00
<b>CONTINGENCIES 10%</b>					\$3,123.60
<b>TOTAL GROUP B ALTERNATE NO. 1</b>					\$34,359.60



<b>Group B - Alternate No. 2 - Install Propane Generator with Automatic Transfer Switch</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	1	EA	Propane Generator w/ Transfer Switch	\$42,000.00	\$42,000.00
2.	1	EA	Propane Tank	\$1,500.00	\$1,500.00
3.	1	LS	Concrete Pad for Generator	\$4,000.00	\$4,000.00
4.	1	LS	Concrete Pad for Propane Tank	\$1,500.00	\$1,500.00
5.	1	LS	Control Changes	\$2,500.00	\$2,500.00
6.	1	LS	Electrical Installation	\$3,000.00	\$3,000.00
<b>SUBTOTAL GROUP B ALTERNATE NO. 2</b>					\$54,500.00
<b>CONTINGENCIES 10%</b>					\$5,450.00
<b>TOTAL GROUP B ALTERNATE NO. 2</b>					\$59,950.00

<b>Group B - Alternate No. 3 - Install Diesel Generator with Automatic Transfer Switch</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	1	EA	Diesel Generator w/ Transfer Switch	\$44,000.00	\$44,000.00
2.	1	LS	Concrete Pad for Generator	\$4,000.00	\$4,000.00
3.	1	LS	Control Changes	\$2,500.00	\$2,500.00
4.	1	LS	Electrical Installation	\$3,000.00	\$3,000.00
<b>SUBTOTAL GROUP B ALTERNATE NO. 3</b>					\$53,500.00
<b>CONTINGENCIES 10%</b>					\$5,350.00
<b>TOTAL GROUP B ALTERNATE NO. 3</b>					\$58,850.00

<b>ENGINEERING</b>					\$35,000.00
<b>LEGAL AND ADMINISTRATIVE (10% OF BASE BIDS)</b>					\$29,678.00

All improvements are located within Buccaneer Bay, Cass County, Nebraska, located in Sections 32, 33 and 34, T13N, R13E of the 6th P.M., Cass County, Nebraska, and Sections 4 and 5, T12N, R13E of the 6<sup>TH</sup> P.M.

To pay the cost of the improvements, the Board of Trustees shall have the power to issue negotiable bonds of the District after the improvements have been completed and accepted, with the bonds to be called "Sanitary and Improvement District Bonds," and shall be payable and bear interest as provided by the statutes of the State of Nebraska.

The Board of Trustees shall also have the power to assess a water system improvement surcharge fee to all users of the District's water system in the form of a monthly surcharge which is separate and apart from the charges for, and unrelated to, the consumption of water.

The District also shall have the power to cause to be levied annually a tax upon the assessed value of all the taxable property in the District, except intangible property, which shall be set aside and constitute a sinking fund for the payment of interest and principal of the bonds sufficient to meet payments of the interest and principal of the bonds as the same become due; said tax shall be known as the "Sanitary and Improvement District Tax" and shall be payable annually in money.

No areas within the District are subject to special assessment against real estate for these improvements.

Owners of property within the District may appear at the meeting and make objections to the proposed improvements, after which the resolution may be amended and adopted or adopted as proposed.

SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA

By: Kurt Meisinger, Chair  
James A. Harrold, Clerk

**INSTRUCTION TO PUBLISHER: Publish for two consecutive weeks, April 7 and 14, 2011.**