

SANITARY AND IMPROVEMENT DISTRICT NO. 237

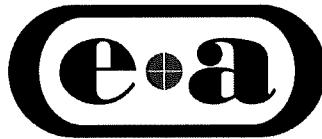
SARPY COUNTY, NEBRASKA

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

2024 TRASH REMOVAL

CIMARRON WOODS

PREPARED BY:



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100
Omaha, NE 68154
402.895.4700

State of NE Certificate of Authorization #CA0008

BID DATE: DECEMBER 6, 2023
PROJECT NO. P2002.153.000

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2024 TRASH REMOVAL

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NOTICE TO CONTRACTORS

Sanitary and Improvement District No. 237 of Sarpy County, Nebraska.

Sealed proposal will be received by the Clerk of said District at the office of E & A CONSULTING GROUP, INC., 10909 MILL VALLEY ROAD, SUITE 100, OMAHA, NEBRASKA until 2:00 P.M. on the **6th day of DECEMBER 2023**, for furnishing all labor, tools, materials, and equipment required to perform **2024 TRASH REMOVAL**, for Sanitary and Improvement District No. 237, Sarpy County, Nebraska, as per the plans and specifications for said work, and at the locations shown on the detailed drawings and in the specifications now on file with the Clerk of said District and available at the office of E & A Consulting Group Inc., which proposals are as received will, at that time, be publicly opened, read aloud, and tabulated.

The work consists essentially of the following estimated quantities.

APPROXIMATE QUANTITIES

<u>BID</u> <u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1	Removal of Trash, Recycling and Yard Waste, 3 Carts per House	503	EA

The amount of the engineer's estimate of the cost of said improvements (exclusive of engineering, fiscal, legal, interest, and miscellaneous costs) is \$145,000.00.

All proposals must be submitted on bid forms furnished by E & A Consulting Group, Inc., and must be accompanied by a bid bond or a certified check in the amount of not less than \$7,250.00 made payable to the Treasurer of Sanitary and Improvement District No. 237 as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractor, and will give a contract and maintenance bond in the amount of 100% of the total contract price, all as provided in the specifications. Bid bonds must be executed by a duly licensed corporate surety. Checks accompanying proposals not accepted shall be returned to the bidders.

No bidder may withdraw his proposal for a period of THIRTY (30) days after date set for opening of bids.

All proposals must be enclosed in an envelope, sealed, and addressed to the Clerk of Sanitary and Improvement District No. 237, and shall be marked "2024 TRASH REMOVAL," with the bidder's name and address on said envelope. The bid security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY" with the project identified thereon. Proposals received after the above time shall be returned unopened to the bidder submitting the proposal.

The work herein provided shall be done under written contract with the responsible bidder submitting the lowest acceptable bid in accordance with the requirements of the plans and specifications and as provided by law.

Plans, specifications, and contract documents governing the above-referenced proposal as prepared by E & A CONSULTING GROUP, INC., 10909 MILL VALLEY ROAD, SUITE 100, OMAHA, NEBRASKA, are hereby made a part of this notice. The proposed contract shall be executed in compliance therewith. **Copies of said plans and specifications must be obtained by interested bidders at the offices of E & A CONSULTING GROUP, INC.**

Sanitary and Improvement District 237 of Sarpy County, Nebraska, reserves the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT NO. 237, SARPY COUNTY, NE

Dean Ackles
Clerk

Publication Dates: 11/15/23, 11/22/23, AND 11/29/23

INSTRUCTION TO BIDDERS
SID 237, CIMARRON WOODS
2024 TRASH REMOVAL

SECTION 1 - GENERAL

The Solid Waste and Recycling Services Agreement to be bid upon as outlined within these specifications is made for SARPY County Sanitary and Improvement District No. 237, located in the vicinity of 96th Street & Harrison Street within CIMARRON WOODS.

SECTION 2 - SCOPE OF WORK

The work consists of the removal and disposal of residential trash, yard waste and recyclables from all residences on a weekly basis, or bi-weekly for recycled, on the same day (no specific day specified by residents) within the boundary of the District.

SECTION 3 - WRITTEN AND ORAL EXPLANATIONS

If a bidder discovers a discrepancy in or omission from the specifications, proposal, bond or other contract documents, or if a bidder is in doubt as to the meaning, the bidder shall have the responsibility of notifying the owner's engineer who will send or deliver written instruction to all bidders by addendum. The owner shall not be responsible for oral instruction or interpretations of the proposed Contract Documents.

SECTION 4 - ESCALATOR CLAUSE

The prices quoted in the proposal shall be "firm" and shall not be subject to escalation clauses.

SECTION 5 - WORK SCHEDULE

The successful bidder shall cooperate with the engineer in scheduling his work, and he shall submit his work schedule to the engineer for approval before commencing work.

SECTION 6 - SPECIAL REQUIREMENTS

The work under the contract is under the jurisdiction of the City of LaVista, and the successful bidder shall comply with the rules and regulations of said City.

SECTION 7 - SIGNATURE OF BIDDER

Each bidder shall sign, in ink, his/her proposal using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind the corporation. Anyone signing a proposal as agent for another, or otherwise, must file with the proposal evidence acceptable to the owner of his/her authority to do so.

SECTION 8 - METHOD OF PAYMENT

The improvements are to be paid for by issue of warrants of the District in accordance with the contract. Bidders may contact Mark Johnson, attorney for the SID 237 - Telephone No. 402.334.0700 if there are questions on availability of funds.

PROPOSAL
FOR
2024 TRASH REMOVAL

DATE: December 6th, 2023 @ 2:00 PM

TO: Chairman and Board of Trustees
Sanitary and Improvement District No. 237
% E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, Nebraska 68154

The undersigned, having carefully examined the plans, specifications and all addenda thereto and other contract documents prepared by E & A CONSULTING GROUP, INC., 10909 Mill Valley Road, Suite 100, Omaha, Nebraska, for the construction of 2024 TRASH REMOVAL in Sanitary and Improvement District 237, Sarpy County, Nebraska, and having carefully examined the site of work and become familiar with all local conditions, including labor affecting the cost thereof, and having familiarized himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, superintendence, mechanics, tools, materials, equipment and all utilities and transportation services necessary to perform and complete said work, and work incidental thereto, in a workmanlike manner, as described in said plans, specifications and other contract documents including addenda numbers ____ issued thereto, for the Total Bid Sum based upon the Unit Prices as listed on the accompanying "Schedule of Prices".

The undersigned is hereby on notice that as of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska. If you have any questions go to the Department of Revenue Services website at www.revenue.nebraska.gov/incentives/microenterprise/everify-notice

The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply, and that he understands the conditions under which the work is to be performed or that if he has not so inspected the site and conditions of the work, he waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands that the quantities listed in the accompanying "Schedule of Prices" are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the plans, the provisions of specifications and all addenda thereto, and the provisions of other contract documents at the Unit Price Bid.

The undersigned hereby agrees to commence work the next quarter following approvals and signing of contract by SID trustees.

The Owner reserves the right to eliminate in part or whole, one or more items of work from this proposal as may be required to bring the cost of the work within the limits of available funds or for any other reason without affecting the Unit Prices as bid for any specific item.

SCHEDULE OF PRICES
SID 237, CIMARRON WOODS
 2024 TRASH REMOVAL

No.	ITEM:	QUANTITY:	UNIT:	UNIT PRICE:	AMOUNT:
1	Removal of Trash, Recycling and Yard Waste, 3 Carts per House Weekly	503	EA		

TOTAL BASE BID (ITEMS 1-1, INCLUSIVE) _____

ALTERNATIVE BID

No.	ITEM:	QUANTITY:	UNIT:	UNIT PRICE:	AMOUNT:
1	Removal of Trash and Yard Waste Weekly, Recycling Bi-Weekly, 3 Carts per House	503	EA		

TOTAL ALTERNATE BID (ITEMS 1-1, INCLUSIVE) _____

The undersigned agrees to furnish the required bond or bonds and insurance certificates and to execute the contract within ten (10) days of written Notice of Award. Accompanying this proposal, as a guarantee that the undersigned will execute the contract and furnish the required bond or bonds and insurance certificates in accordance with the terms and requirements of the contract documents, is a certified check or bidding bond in the amount of SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$7,250.00).

If awarded the contract, our surety will be _____
 (Name of Surety Company)

Of _____
 (Address)

If awarded the contract, our anticipated start date would be _____

Respectfully submitted,

 Contractor

 Name Title

 Business Address

 City State Zip

CONTRACT

This Solid Waste and Recycling Services Agreement (this "Agreement") is made and entered into this _____ day of _____ 20____ ("Effective Date"), by and between SID #237 (Cimarron Woods) (hereinafter called "SID" or "Customer"), and Papillion Sanitation (hereinafter referred to as "Contractor").

AND _____; party of the second part, and hereinafter called the Contractor:

WHEREAS, the Contractor did on the 6th day of December 2023, submit a proposal to for 2024 TRASH REMOVAL within the District and to perform such other work as may be incidental thereto, all in strict accord with the plans and specifications prepared by E & A Consulting Group, Inc. ("E&A"), the District's Engineer, Omaha, Nebraska, which specifications are all on file in the office of said E&A.

Customer grants to Contractor the right to collect and dispose of all Waste Materials (as defined below) generated by all current and future residents that are subject to the bylaws, regulations, or other governing documents of the SID (the "SID Residents"). SID represents and warrants that it has the authority to bind and hereby does bind the SID to the terms of this Agreement. Contractor agrees to furnish the services and equipment specified in this Agreement.

SCOPE OF CONTRACT:

This Contract shall become effective, and the Contractor shall begin service of Residential Solid Waste collection, which is herein defined as Household Waste, Yard Waste, and Recyclable Material, as set out by this Agreement as of _____, 2023.

The initial term of the Contract shall be for _____ () years, commencing on _____ and terminating on _____ with the Owner having the option to extend this Contract for two (2) periods of two (2) years each by delivering written notice of its intent to extend this Contract prior to the expiration of the original term or then-current extension term, as applicable.

The prices quoted in the proposal shall be "firm" and shall not be subject to escalation clauses.

Any contractual provisions that are received by a contractor that does not conform to the approved contract or modifies, proposes changes, additions or addendums to the approved contract will be considered a counteroffer by the District. Any such counteroffer that materially deviates from the approved form of the contract, in the District's sole and absolute discretion, may be deemed rejected, and the contract may be awarded to the next lowest qualified contractor. A "material deviation" includes, but is not limited to, any change, modification, and/or addendum that effects the economic terms of the agreement, the performance requirements under the agreement, the start date or any

provision that modifies the duration of the agreement or attempts to extend the contract beyond its original term.

ANNEXATION

In the event that Sanitary and Improvement District No. 237 is annexed in whole or in part by a city or village, the contract shall automatically be canceled and voided upon such annexation as to the annexed areas. In addition, the Contractor shall be entitled an early termination fee of \$20.00 per Residential Unit in the event of such annexation.

CONTRACT WITH THE OWNER – Contractor agrees with the Owner that Contractor shall, during the term of this contract, collect and dispose of Residential Solid Waste located within the area as defined in the SERVICE, OPERATIONS, AND PERFORMANCE section. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the collection, removal and disposal as provided herein. The Owner will be responsible for payment to the Contractor for the services set forth below.

SERVICE, OPERATIONS, AND PERFORMANCE:

COLLECTION – All Residential Solid Waste & Recycling shall be picked up curbside once each week, or if alternate is accepted every other week recycling. It is the responsibility of the residents to see that the carts are placed at the curbside in front of the residence by 6:00 a.m. on the designated collection day each week. Contractor and Owner acknowledge and agree that, notwithstanding anything contained herein, or in any additional materials, to the contrary, the level of service provided by Contractor under the terms this Contract shall be commensurate with the service currently being provided by Contractor to residences within Sanitary and Improvement District No. 237 prior to and as of the date hereof.

DEFAULT – The Contractor shall have reasonable time and opportunity to address and resolve any ongoing nonperformance or substandard performance issues that may arise. If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the Owner shall have the right to demand in writing, adequate assurance from the Contractor that reasonable steps have been or are being taken to remedy such issues. The Contractor must, within three (3) days of receipt of such demand, return to the Owner a written statement which explains the nonperformance or substandard performance during that period and provide to the Owner the steps that are being taken or have been taken to resolve such issues. If the Contractor fails to provide reasonable efforts to remedy ongoing nonperformance issues or substandard performance issues, the Owner has the right to terminate the Contract.

CONTAINERS - The Contractor shall provide each residential household with up to three (3) carts to be used for Residential Solid Waste collection. The Owner will supply the Contractor with a listing of all residential addresses and contact information, including email addresses, when available, to compile a comprehensive list of addresses to which

the Contractor will provide service. The Contractor will retain ownership of the carts supplied and provide maintenance/replacement as necessary through normal usage, excluding cleaning of carts. The cost of the 95-gallon cart is included in the monthly fee as outlined in BASIS AND METHOD OF PAYMENT. A separate cart each shall be provided for Household Waste, Recyclable Materials, Yard Waste and shall not exceed a maximum weight load of 120 pounds per cart. Cart types and sizes shall be as follows:

Household Waste - 95-gallon covered cart
Yard Waste - 95-gallon covered cart
Recyclable Material -95-gallon covered cart

COLLECTION DAYS – The Contractor shall indicate on what day of the week the collection will take place. All Residential Solid Waste shall be collected weekly and on the same day. The Contractor shall inform the Owner of any proposed change in the Collection Day prior to implementation of such change. The Contractor shall notify residents of any changes in collection services.

BULKY WASTE – The Contractor will collect Bulky Waste on regular scheduled collection days from residences within the Sanitary and Improvement District No. 237. Residents must contact the Contractors office prior to their regularly scheduled collection day to schedule the collection of any residential Bulky Waste. Charges for the removal of Bulky Waste are to be negotiated by the Resident and the Contractor. Payment for the removal of Bulky Waste is the sole responsibility of the Resident.

DISPOSAL SITE – The Contractor shall dispose of all Household Waste and Yard Waste in an approved sanitary landfill and all Recyclable Material will be disposed of at either First Star Fiber or an appropriate recycling facility.

FEES – The Contractor shall assume all landfill, tipping, dumping, licenses, and all other applicable fees, and cost assessed or caused to be assessed by any Governmental authority, in connection with its collection and disposal of Residential Solid Waste Materials and agrees to pay said fees and costs in a timely manner as required by the landfill authority or regulatory agency, and to hold the Owner harmless from liability therefore.

NOTIFICATION OF RESIDENTS – The Contractor shall contact the residents of Sanitary and Improvement District No. 237 in order to provide necessary initial education of the contracted program and service.

OFFICE HOURS – The Contractor shall maintain an office with continuous supervision for accepting complaints and calls during the hours of 8:00 a.m. – 5:00 p.m. Monday through Thursday and 8:00 a.m. – 4:00 p.m. on Friday.

INDEMNITY – The Contractor shall indemnify and save harmless the owners of the Residential Units and the Owner and, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages,

costs, expenses, and attorney's fees, and any other costs of defense resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract: provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out a willful or negligent act or omission of the owners of the Residential Units and/or the Owner, its officers, agents, servants, and employees.

DISCRIMINATION – Neither the Contractor nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status, or disability.

PERMITS, LICENSES, AND TAXES – The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by law.

BASIS AND METHOD OF PAYMENT – In consideration of the Contractors services to the Owner, in the collection of Residential Solid Waste, the Owner shall pay the Contractor a monthly fee with the first such monthly period commencing _____ 20__ for services completed in _____, 20__. The charge shall be equal to the sum of \$_____ per Residential Unit/month for the first year.

The annual base rate may increase at a rate of no more than 4% per year, each year until the end of Contract, as the same may be extended pursuant to the terms hereof, multiplied by the number of Residential Units. No other increases may be implemented without prior approval of the Owner. The number of Residential Units shall be determined through a listing of all Residential Units provided by the Owner. The Unit Price per month as set forth above shall govern. Payment to the Contractor shall be based upon the number of Residential Units. Such payment shall constitute full payment for all labor, equipment, and material necessary to provide the Waste Collection and Disposal service to the Residential Units. The current number of Residential Units is: 503.

At the end of each month during the Contract time, the Contractor will submit invoices to the Clerk of the District at:

Sanitary and Improvement District No. 237 of Sarpy County, Nebraska
c/o: E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

Copy to: Fullenkamp, Jobeun, Johnson & Beller LLP
Attn:
11440 West Center Road, Suite C
Omaha, NE 68144

Given the nature of the Owner's governance structure, the Owner shall remit payment to Contractor in advance, on a quarterly basis it being understood by the parties hereto that the Owner meets approximately 4 times per year and that any payments to Contractor must be authorized and approved at such meeting(s). The Contractor will provide service to any additional growth of Residential Units.

BILLING AND PAYMENT – The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Owner collects from residents for such service.

AREA TO BE SERVED – The Contractor shall provide collection of Residential Solid Waste to determined Residential households and the Owner shall provide a list of all addresses to be serviced within the Sanitary and Improvement No. 237.

HOLIDAYS – The following holidays (or legally observed days) will be observed as non-collection days by the Contractor:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

If the normal collection day falls on or after a Holiday mentioned above, the Contractor will provide collection service on the next day after the normal collection day. The Contractor will provide the Owner and the Residents with a written statement regarding the collection on the 6 observed Holidays mentioned above. If the Holiday falls AFTER the normal collection day, the collection day will be on a regular scheduled collection.

COMPLIANCE WITH APPLICABLE LAWS – The parties to this contract agree that the laws of the State of Nebraska shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the service of collection of Residential Solid Waste as provided for by this Contract in compliance with all applicable federal, state, and local rules, regulations, and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY – "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the contract with seven (7) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy. The Owner shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

FORCE MAJEURE – Neither the Contractor nor the Owner shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc. if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

ASSIGNMENT OF CONTRACT – No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Owner, which consent shall not be unreasonably withheld.

JOINT AND SEVERAL LIABILITY – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

BINDING EFFECT – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

AMENDMENT TO CONTRACT – No modification or Amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform duty under this Contract.

This Contract is intended to conform in all respects to applicable statutes of the State of Nebraska, and if any part or provision of this Contract conflicts with any applicable statute or law, the statute or law shall govern.

In consideration of the mutual promises and covenants contained herein, the Owner and the Contractor hereby agree as follows

DEFINITIONS:

APPLIANCES – Includes, but is not limited to, refrigerators, freezers, kitchen ranges, air conditioning units, dehumidifiers, water heaters, furnaces, thermostats, clothes washers, clothes dryers, dishwashers, microwave ovens and commercial coolers.

BAGS – Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top: securely tied at the top for collection with a capacity not to exceed 30 gallons and a loaded weight not to exceed forty (40) pounds.

BULKY WASTE – Furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with an unequivocally unreasonable weight/volume or which would require the Contractor to dispatch a special waste collection vehicle to collect. Bulky Waste shall include, for example, large furniture, bicycles, mattresses, box springs, large television sets, and other items that can be safely handled by one (1) person. Bulky Waste shall not include up to ten (10) yard waste bags during the Fall leaf season (which shall be picked up as part of the Contractor's regular service) and/or any waste generated by a household business or any other business (including hobbies, auctions, rummage sales, etc.), construction or demolition debris, concrete, brick, asphalt, dirt, rocks, sod, gravel, roofing, cars, motorcycles, boats, parts of vehicles, glass items (including, but not limited to) shower doors, windows, storm doors, and glass top tables, or any liquid waste.

CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

CONTAINERS – Wheeled cart – a receptacle provided by the Contractor, with a capacity of ninety-five (95) gallons.

CONTRACTOR – The person, firm, or corporation with whom the Owner has executed the Contract.

CURBSIDE – Refers to the portion of the right-of-way adjacent to paved or traveled roadways.

GARBAGE – Animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE – Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

HOUSEHOLD WASTE – Shall mean any solid waste, including garbage, refuse, and rubbish derived from households.

NON RESIDENTIAL BULK SOLID WASTE – Bulk Solid Waste that includes or contains the following materials: Solid waste generated outside the Sanitary and Improvement No. 237 limits, solid waste generated by other than residential customers, solid waste generated by businesses, schools or commercial entities, solid waste generated by agricultural activities on farms and properties zoned for agricultural use, solid waste containing asbestos, appliances, tires, lead acid batteries, liquid waste or waste containing free liquids, soils contaminated with petroleum products, solid waste containing construction or demolition debris, concrete, brick, asphalt, dirt, rocks, sod, gravel, roofing, cars, motorcycles, boats, or parts of vehicles.

OWNER – Sanitary and Improvement District No. 237 of Sarpy County, Nebraska.

RECYCLABLE MATERIAL – Plastics, Aluminum Cans, Metal & Tin Cans, Cardboard, and Paper.

REFUSE – Discarded waste material in a solid or semi-liquid state, consisting of Garbage, Rubbish, or a combination thereof.

RESIDENTIAL SOLID WASTE – All Household Waste, Yard Waste, and Recyclable Material as defined herein.

RESIDENTIAL UNIT – Single family units, including single family condominium units, zoned residential and single buildings containing no more than six separate condominium units or contiguous single family dwelling units that have individual collection for each unit, or which are billed separately for water or gas service, zoned residential. Residential Unit shall specifically not include commercial or industrial establishments.

RUBBISH – Non-putrescible solid waste consisting of combustible or noncombustible materials excluding yard and garden waste.

YARD WASTE – Grass Clippings and Leaves.

NOW THEREFORE, in consideration of the following mutual agreements and covenants, it is understood by and between the parties hereto that:

- a). The above referred to specifications are expressly made a part hereof the same as though fully set forth herein.
- b). The Resolution of the District ordering or authorizing the aforesaid work, a Notice inviting Contractors, the Instructions to Bidders, the Proposal of the Contractor, the Performance, Payment and Guarantee Bond, all Addenda and any other documents referred to herein are a part of this Contract by reference thereto, the same as though each had been fully set out and attached thereto, except that to the extent this Agreement is inconsistent therewith, if at all, this Agreement shall govern.
- c). The District agrees to pay and the Contractor agrees to accept in full consideration of the performance of the Contractor's obligations hereunder, the unit and lump sum prices as set forth in the aforesaid proposal of the Contractor, said payment to be made by the District by issuance of its warrants, payable to Contractor.
- d). The Contractor agrees to furnish all tools, labor, and mechanics for labor, equipment and materials to perform said work in accordance with the aforesaid plans, specifications and documents.
- e). All provisions of the aforesaid plans, specifications and documents shall be strictly complied with by the Contractor the same as if rewritten herein, and no substitution or change in said plans, specifications and documents shall be made except on written consent or written direction (the form of either of which shall be a written "Change Order") of the District's Engineer and any such substitution or change shall in no manner be construed to release either party from any specified or implied obligations of the aforesaid plans, specifications and documents except as specifically provided for in the Change Order.
- f). This Contract is entered into subject to the following conditions:
 - (1) Contractor shall conform with all laws, rules and regulations applicable to this Contract and construction shall be in accordance therewith.
 - (2) Contractor shall furnish Performance, Payment and Guarantee Bond in an amount at least equal to one hundred percent of the contract price, and shall maintain during the life of the contract, Fire, Workman's Compensation, Public Liability and Property Damage Insurance, all as required in the aforesaid specifications.
 - (3) The Contractor shall indemnify and save harmless the District, the District's Engineer, and the District's Officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said District, the District's Engineer, and the District's Officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or

parties by or from the acts of the said Contractor or its servants, agents and subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents and sub-contractors; and also from all claims of damage for infringement of any patent in fulfilling this Contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

- (4) Contractor shall not, in the performance of this Contract, discriminate or permit discrimination against any person because of race, political or religious opinions or affiliations.
- (5) Final five percent (5%) of amount for this Contract shall not be paid to Contractor until the Contractor has furnished the District with a certificate from the Commissioner of Labor of the State of Nebraska, as required by Section 48-3857, R.R.S. Supp. 1978, showing that unemployment contributions and interest due under the Nebraska Law under this Contract have been paid by the Contractor or its subcontractors.
- (6) The undersigned is hereby on notice that as of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska. If you have any questions go to the Department of Revenue Services website at www.revenue.nebraska.gov/incentives/microenterprise/everify-notice
- (7) Insurance - Contractor shall effect and maintain during the performance of this contract the following insurance at the Contractors' own expense. Evidence of such insurance coverage in effect shall be provided to E&A in the form of an Accord Certificate of Insurance executed by a licensed represented of the participating insurer(s), and must contain a clause granting at least 10 day prior written notice to E&A and the Owner of intent to affect cancellation. Certificate of Insurance must be provided to E&A with contract delivery.

1. General Liability:

- a. Limits of at least:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$2,000,000 completed operations aggregate
 - iv. \$1,000,000 personal and advertising injury
 - v. \$5,000 medical expense (any one person)
- b. Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- c. General Aggregate to apply on a per project basis.

- d. E&A, Sarpy County, City of LaVista and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.
- e. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of LaVista, and the Owner. Waiver of Subrogation in favor of E&A, Sarpy County, City of LaVista, and the Owner shall be added to the policy.
- f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

2. Automobile Liability:

- a. Limit of at least \$1,000,000 CSL per accident.
- b. Coverage shall apply to all owned, hired, and non-owned autos.
- c. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of LaVista, and the Owner. Waiver of Subrogation in favor of E&A, Sarpy County, City of LaVista, and the Owner shall be added to the policy.
- d. E&A, Sarpy County, City of LaVista, and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.

3. Workers Compensation:

- a. Limits:
 - i. Statutory coverage for the state where the project is located.
 - ii. Employers liability limits:
 - 1. \$500,000 each accident
 - 2. \$500,000 disease - policy person
 - 3. \$500,000 disease - policy limit
- b. Contractor agrees to waive its rights of recovery against the Owner. Waiver of Subrogation in favor of the Owner shall be added to the policy.
- c. USL&H and Jones Act when applicable.

4. Umbrella / Excess:

- a. Limits of at least \$2,000,000 per occurrence.
- b. Policy shall provide liability coverage in excess of the specified Workers Compensation / Employers Liability, Commercial General Liability and Auto Liability.
- c. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of LaVista, and the Owner. Waiver of Subrogation in favor of E&A, Sarpy County, City of LaVista, and the Owner shall be added to the policy.
- d. E&A, Sarpy County, City of LaVista, and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.

5. If Contractor utilizes any subcontractor, said subcontractor is to be bound by the same terms of this section 7 – “Insurance” as the Contractor.

g). Payment shall be made by the District to the Contractor by issuance of warrants of the District payable to Contractor, it being specifically understood that it shall be the responsibility of Contractor to convert such warrants to cash on such terms as may be satisfactory to Contractor. District shall not be deemed to be in default under this contract by reason of late issuance of warrants until it shall first have received written notice from Contractor of such late issuance of warrants and shall have failed to issue such warrants for a period of fifteen (15) days after receipt of such written notice.

IN WITNESS WHEREOF, we, the contracting parties, by our respective duly authorized agents, hereto affix our signatures and seals at Sarpy County, Nebraska, this _____ Day of _____ 2023.

CONTRACTOR
Party of the Second Part and also
Designated as Contractor

SANITARY AND IMPROVEMENT DISTRICT 237
OF SARPY COUNTY, NEBRASKA,
Party of the First Part and also
designated as the District

Contractor

By _____
Chairman, Board of Trustees

Street

ATTEST _____
CLERK OF SID 237

City State Zip

By _____
Title

(Corporate Resolution of Contractor authorizing Execution attached)

CERTIFICATE
(L.B. 126, 1963)

The undersigned hereby certifies that all equipment, EXCEPT that equipment acquired since the assessment date, to be used by undersigned in the performance of the work covered by the Contract between the undersigned and Sanitary and Improvement District 237, Sarpy County, Nebraska, pertaining to 2024 TRASH REMOVAL, has been assessed for taxation for the current year in _____ County, Nebraska.

CONTRACTOR

IF A PARTNERSHIP

IF A NEBRASKA CORPORATION

By: _____
Partner

BY: _____
President

Partner

Secretary

Partner

AFFIX CORPORATE SEAL

STATE OF NEBRASKA)
COUNTY OF _____)

_____ being first duly sworn on
oath deposes and says that they have read the foregoing Certificate, know its contents, and
the same are true.

SUBSCRIBED and sworn to before me this ____ day of _____, 2023.

Notary Public (Seal)

PERFORMANCE, PAYMENT AND GUARANTEE BOND

BY THESE PRESENT: That we _____ hereinafter called PRINCIPAL, and _____ a Corporate Surety Company authorized to do business in the State of Nebraska hereinafter called SURETY are held and firmly bound unto Sanitary and Improvement District No. 257 Sarpy County, Nebraska, hereinafter called OWNER, and the County of Sarpy, Nebraska, in the penal sum of _____ Dollars (\$)lawful money of the United States of America, for the payment of which sum well and truly to be made the PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns jointly and severally by these present.

WHEREAS the PRINCIPAL is about to enter or has entered into a written contract with the OWNER for the construction by the PRINCIPAL of 2024 TRASH REMOVAL, in accordance with the plans and specifications prepared by E & A CONSULTING GROUP, INC., Omaha, Nebraska, which contract hereby defined to include all contract documents is made a part hereof by reference thereto the same as though fully set forth herein.

NOW, THEREFORE, the conditions of this obligation are such that:

FIRST: If the PRINCIPAL shall faithfully perform the contract on his or its part, shall satisfy all claims and demands incurred for the same, shall fully indemnify and save harmless the OWNER from all costs and damage which said OWNER may suffer by reason of failure to do so, and shall fully reimburse and repay said OWNER all outlay and expense which said OWNER may incur in making good any such default; and,

SECOND: The PRINCIPAL shall indemnify and save harmless the OWNER, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said OWNER and its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said PRINCIPAL or his or its servants, agents and subcontractors, in performing under said Contract, or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission or said PRINCIPAL or his or its servants, agents and subcontractors and also from all claims of damage for infringement of any patent in fulfilling said contract; and also from all expenses incurred in defense of any suit including attorney's fees and costs; and

THIRD: The PRINCIPAL and SURETY on this Bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for the payment of all laborers and mechanics for labor that shall be performed, for the payment of all materials, tools, repairs, provisions, utilities, fuels, lubricants, equipment furnished and all other supplies or materials actually used or rented by the PRINCIPAL or by the subcontractors in the performance of the contract including all insurance premiums on insurance required by the Contract, on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER may retain until completion of the improvement as provided by law; and,

FOURTH: PRINCIPAL and SURETY are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

FIFTH: The PRINCIPAL shall guarantee the work constructed for the OWNER under said Contact as hereinafter more specifically set forth for the full number of years specified as set forth below. The term of guarantee of the respective projects shall be no less than the following:

- a. Paving Projects (including pavement repair).....2 years
- b. Utility Projects (all sewer & water construction)2 years
- c. Lighting and Traffic Signal Control Projects 1 year
- d. Grading Projects2 years
- e. Sidewalk Projects2 years
- f. Park Improvements.....2 years
- g. Other Projects Not Listed Above..... 1 year

The PRINCIPAL hereby binds himself and his heirs and assigns for the entire expense of the guarantee and for all repairs or reconstruction which may, from any imperfection in the said work or material, become necessary within the term of guarantee. The PRINCIPAL further agrees to correct and repair promptly during the term of guarantee all failures of whatsoever description and settlements and irregularities of trenches, sidewalks, paving, other surfacing, sewers, drains or other structures caused by any imperfection in his workmanship or material and shall deliver the work in all respects in good condition at the end of that time.

If at any time within the term of guarantee after the completion and acceptance of the work contracted for, the work shall, in the judgment of the District's Engineer, require such repairs or reconstruction as above set out, he shall notify the PRINCIPAL by certified mail and should the PRINCIPAL refuse or neglect to begin to make such repairs within ten (10) days from the date of the service of such notice, then the OWNER shall have the right to cause such repairs or reconstruction to be made in such manner as he shall deem best, and the cost thereof shall be paid by the PRINCIPAL or his SURETIES.

Then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any SURETY on this bond shall be deemed and held, any contract to the contrary notwithstanding to consent without notice:

1. To any extension of time to the PRINCIPAL in which to perform the contract.
2. To any such change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than five years from time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023

IN PRESENCE OF:

Name *

PRINCIPAL

Address

Address

City State Zip

City State Zip

By _____

Title
(Attach Corporate Resolution of Principal
Authorizing Execution)

COUNTERSIGNED:

Resident Agent *

Surety

Company Name

By _____
Attorney-in-Fact *

Address

Address

City State Zip

City State Zip

*Instruction: Type names of person under signature of each