

**VILLAGE OF WATERLOO  
RESOLUTION NO. 06-11-19-07**

**WHEREAS**, the Board of Trustees of the Village of Waterloo feel it is in the best interest of the Village of Waterloo to demolish the old town hall building; and

**WHEREAS**, Donnie Andersen submitted a bid of \$20,790- to perform services for this project.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:**

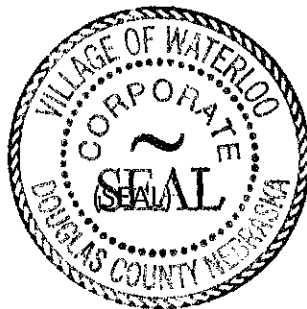
**THAT**, the bid submitted by Donnie Andersen contract with the Donnie Andersen, attached hereto as Exhibit "A", is hereby adopted;

**FURTHER THAT**, the chairperson is authorized to execute, and the clerk to attest, a contract in its substantially same form as the attached contract with the successful bidder.

**PASSED AND APPROVED** this 11 day of June, 2019.

ATTEST:

Melissa Johnson  
Melissa Johnson  
Clerk



Travis Harlow  
Travis Harlow  
Chairperson

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 11th day of June in the year 2019 by and between the **VILLAGE OF WATERLOO, 509 SOUTH FRONT STREET, PO BOX 127, WATERLOO, NE 68069-0127**, (hereinafter called OWNER) and **DONNIE ANDERSEN, 25550 WEST DODGE ROAD, WATERLOO, NE 68069** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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: **MUNICIPAL BUILDING DEMOLITION**

## Article 2. ARCHITECT/ENGINEER.

The Project has been designed by Miller & Associates, Consulting Engineers, P.C. who is hereinafter called ARCHITECT/ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before August 31, 2019.

3.2. Liquidated Damages. OWNER and CONTRACTOR 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving 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 \$300.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

## Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds according to CONTRACTOR'S BID as attached.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ARCHITECT/ENGINEER as

provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### **Article 5. PAYMENT PROCEDURES.**

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

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ARCHITECT/ENGINEER, on or about the first day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 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.

5.1.1. 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 ARCHITECT/ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ARCHITECT/ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT/ENGINEER as provided in said paragraph 14.13.

#### **Article 6. INTEREST.**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a maximum rate of allowed by law at the place of the project.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. 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, performance or furnishing of the Work.

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

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR acknowledges that OWNER and ARCHITECT/ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. 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.

7.6. 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.

7.7. CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and 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.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages A-1 to A-5, inclusive).
- 8.2. Exhibits to this Agreement (Certificate of Insurance).
- 8.3. ~~Performance, Payment and other Bonds~~
- 8.4. Notice of Award.
- 8.5. General Conditions (pages 1 to 42, inclusive).
- 8.6. Supplementary and Special Conditions (pages SC-1 to SC-6, and SPC-1 to SPC-2, inclusive).

- 8.6.1 Governmental Requirements
- 8.7. Advertisement or Invitation to Bid
- 8.8. Instruction to Bidders
- 8.9. Specifications bearing the title **MUNICIPAL BUILDING DEMOLITION** and consisting of 3 divisions and 11 pages, as listed in table of contents thereof.
- 8.10. Drawings - NONE
- 8.11. Addenda numbers N/A, inclusive.
- 8.12. CONTRACTOR's Bid (one page) as attached
- 8.13. Documentation submitted by CONTRACTOR prior to Notice of Award (N/A, inclusive).
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 8.15. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

#### **Article 9. MISCELLANEOUS.**

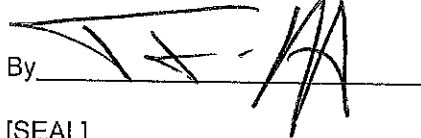
- 9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the 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.
- 9.3. 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 of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. 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.
- 9.5. The CONTRACTOR shall comply with and continue to comply with Fair Labor Standards in the pursuit of his business and in the execution of this Agreement.

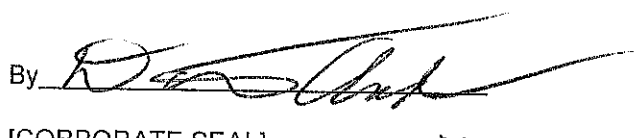
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT/ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ARCHITECT/ENGINEER on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

This Agreement will be effective on June 11, 2019 (which is the Effective Date of the Agreement).

OWNER VILLAGE OF WATERLOO

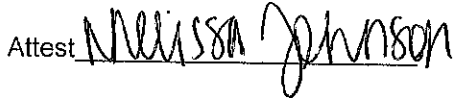
CONTRACTOR DONNIE ANDERSEN

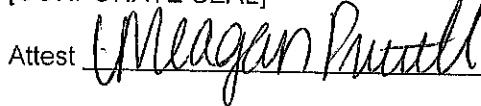
By 

By 

[SEAL]

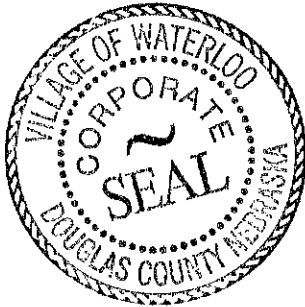
[CORPORATE SEAL]

Attest 

Attest 

Address for giving notices  
PO Box 127  
509 South Front Street  
Waterloo, NE 68069-0127

Address for giving notices  
25550 West Dodge Road  
Waterloo, NE 68069



**DONNIE ANDERSEN**  
25550 W. Dodge Rd  
Waterloo, NE 68069  
(402) 651-5887

**VILLAGE OF WATERLOO**  
509 S. Front St.  
PO Box 127  
Waterloo, NE 68064

**BID SHEET**  
Submitted: June 4, 2019

**Job Location:** Municipal Building Demolition  
ID # 491-G1-001-19

**Equipment being Used inside Structure:**

938 Rubber Tired Front End Loader  
2 x 332 Rubber Tired Skid Loaders -  
w/multiple attachments  
a truck & trailer for hauling

**Start Date** will be as soon as Notified by Village of Waterloo.  
**End date** will be by August 31, 2019 or adjusted according to notification of start date.

**Bid Amount: \$20,790.00**

\* waive the performance bond or add it to my bill

*Thank You!*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	GENL AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Each accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> OCCUR							\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT	\$	
							E L DISEASE - EA EMPLOYEE	\$	
							E L DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorizing and acting legal representative of the Village of Waterloo, do hereby certify as follows:

I have examined the attached contract ~~and surety bonds~~ and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Owner's Attorney Signature

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Midwest Insurance Agency Alliance Inc 6120 Havelock Ave PO Box 29319 Lincoln NE 68529		<b>CONTACT NAME:</b> Nick Bokowski <b>PHONE (A/C, No, Ext):</b> (402)504-4441 <b>E-MAIL ADDRESS:</b> nick@accessinsurances.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Hansdonh'el 25550 W Dodge Rd Waterloo NE 68069		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Motorist Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	5000022038	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5000022038	11/21/2018	11/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MEDPDM \$ 5000
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5000022067	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Municipal Building Demolition

Waterloo NE

Project No. 491-G1-001

Miller &amp; Associates and the certificate holder to be additional insured with respects to the operations of the names insured for the above referenced project

**CERTIFICATE HOLDER****CANCELLATION**

Village of Waterloo

PO Box 127

Waterloo NE 68069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# NOTICE OF AWARD

Dated: June 11, 2019

TO: DONNIE ANDERSEN  
25550 WEST DODGE ROAD  
WATERLOO, NE 68069

**OWNER'S CONTRACT NO.** 491-G1-001-19

**CONTRACT FOR MUNICIPAL BUILDING DEMOLITION, WATERLOO**

You are notified that your Bid dated June 4, 2019 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for furnishing all equipment, labor, materials and appurtenances required for demolition of the municipal building at 509 South Front Street in Waterloo, Nebraska. The work will include engineered earth fill for the excavated areas.

The Contract Price of your contract is TWENTY THOUSAND, SEVEN HUNDRED NINETY AND NO/100 DOLLARS (\$20,790.00).

Five (5) copies of each of the proposed Agreement accompany this Notice of Award. Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

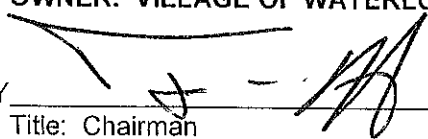
You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by June 26, 2019.

1. You must deliver to the OWNER a minimum of four (4) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security and Insurance Certificate.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

**OWNER: VILLAGE OF WATERLOO**

BY   
Title: Chairman

**ACCEPTANCE OF AWARD**

**CONTRACTOR: DONNIE ANDERSEN**

BY 

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

Date: \_\_\_\_\_