

**METROPOLITAN UTILITIES DISTRICT OF OMAHA
OMAHA, NEBRASKA**

CONTRACT AND SPECIFICATIONS

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS:

Florence Water Treatment Plant, 9100 John J. Pershing Drive, Omaha, Nebraska

Liquefied Natural Gas (LNG) Plant, 5801 North 120th Street, Omaha, Nebraska

M.U.D. Headquarters, 7350 World Communications Drive, Omaha, Nebraska

Operating & Construction Center 1, 3100 South 61st Avenue, Omaha, Nebraska

Construction Center 2 (CC2), 10402 Potter Street, Omaha, Nebraska 68122

Platte South Water Treatment Plant, 4001 LaPlatte Road, Bellevue, Nebraska

Platte West Water Treatment Plant, 21212 West Q Road, Elkhorn, Nebraska

SEPTEMBER 1, 2026 – AUGUST 31, 2029

METROPOLITAN

UTILITIES DISTRICT

**Dave Friend
Timothy Cavanaugh
Bob Sidzyik**

**Mike McGowan
James Begley
Tanya Cook**

Gwen Howard, Chairperson

Mark E. Doyle, President

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PART A – BIDDING REQUIREMENTS

NOTICE TO BIDDERS

Metropolitan Utilities District (the "District") will receive sealed bids through the District's ProcureWare website, <https://mudomaha.procureware.com>, (the "Procurement Portal") until **Thursday, July 9, 2026, at 10:30 a.m.** (the "Bid Due Date"), at which time the bids will be publicly opened and read in the Operating Center Lobby Conference Room "A" (3100 South 61st Ave., Omaha, NE) for furnishing of all supplies, materials, equipment, labor, and superintendence to:

Furnish Guard Services for the following locations: M.U.D. Headquarters, 7350 World Communications Drive, Omaha, Nebraska; Operating & Construction Center 1, 3100 South 61st Avenue, Omaha, Nebraska; Construction Center 2 (CC2), 10402 Potter Street, Omaha, Nebraska 68122; Liquefied Natural Gas (LNG) Plant, 5801 North 120th Street, Omaha, Nebraska; Florence Water Treatment Plant, 9100 John J. Pershing Drive, Omaha, Nebraska; Platte South Water Treatment Plant, 4001 LaPlatte Road, Bellevue, Nebraska; and Platte West Water Treatment Plant, 21212 West Q Road, Elkhorn, Nebraska.

All bids will only be accepted electronically through the Procurement Portal.

Bid will only be accepted by Bidders that submit a **Pre-Qualification of Bidders Agreement, Guard Services Bidder Qualifications and Operational Capacity Questionnaire, and Confidentiality Agreement**, and whose agreements are approved and executed by the District. The Pre-Qualification of Bidders Agreement, Guard Services Bidder Qualifications and Operational Capacity Questionnaire and Confidentiality Agreement may be downloaded, free of charge, from the Procurement Portal starting **Noon on Wednesday, June 17, 2026**.

It is important to note that if the bid pertains to technology services, Bidder certifies that it complies with the requirements of the Nebraska Foreign Adversary Prohibition Act: The Bidder certifies and agrees that it has read and shall comply with the Nebraska Foreign Adversary Contracting Prohibition Act (Neb. Rev. Stat. §§73-901 to 73-907). Specifically, Seller verifies and agrees (1) that Seller is not a scrutinized company as defined in Neb. Rev. Stat. §73-903; (2) that Seller will not subcontract with a scrutinized company for any aspect of performance of the contemplated contract presented in connection with the Purchase Order; and (3) that any products or services to be provided by Seller do not originate with a scrutinized company.

Bid openings may be attended in person at the location indicated above or via teleconference by utilizing the following:

Local Call-in Number: 402-973-1549
Toll-Free Call-in Number: 1-800-719-7514
Conference Code: 574075

Bidders may download Bid Documents free of charge from the Procurement Portal starting **Noon on Wednesday, June 17, 2026**.

Clarifying bid questions will be due by June 26th, 2026, 4:00 p.m. and responding answers will be posted as an Addendum in ProcureWare by July 1st, 2026, 4:00 p.m. Please email all questions to Zach Valentine at zachary_valentine@mudnebr.com by June 26, 2026 4:00 p.m.

For questions concerning the Bid Documents, contact Sherri Lightfoot, Director, Procurement, at (402) 504-7253.

For questions concerning specifications or bidder requirements, contact Zach Valentine, Security Manager, at (402) 504-0420 or by email at zachary_valentine@mudnebr.com.

METROPOLITAN UTILITIES DISTRICT OF OMAHA
SHERRI LIGHTFOOT, DIRECTOR, PROCUREMENT

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PART A – BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDER

1. **DEFINED TERMS.** The capitalized and undefined terms set forth below and used in this Part A shall have the following meanings:
 - a. “Bidder” shall mean the corporation, company, partnership, firm or individual named and designated in the Proposal as the bidder(s), along with their agents and legal representatives.
 - b. “Contract” shall mean the Proposal accepted by the District and the final execution version of the Contract, General Conditions, Performance Bond, Labor and Materials Bond, Specifications and any addenda and Contract Drawings and any revisions agreed by the District and the successful Bidder.
 - c. “Proposal” shall mean all bid information and Bid Security provided by a Bidder in the forms provided by the District.
 - d. “Work” shall mean all work, supervision, labor, materials, equipment and services to be performed or provided by the Bidder.
2. **THE BID DOCUMENTS.** All of the following (collectively, the “Bid Documents”):
 - a. Notice to Bidders;
 - b. Instructions to Bidders;
 - c. Proposal;
 - d. Bid Bond;
 - e. Contract;
 - f. General Conditions;
 - g. Performance Bond;
 - h. Labor and Materials Payment Bond;
 - i. Specifications and any addenda; and
 - j. Contract Drawings and any revisions

are essential and component parts of and together form the parties’ full agreement governing the Work to be performed by the Bidder. The District shall furnish a Bidder with one complete set of the Bid Documents plus a separate set of forms to be used for the bid submittal upon request at the District’s Purchasing Department. The Bidder shall examine each part of the Bid Documents, visit the Work site, inform itself of the Work specifications, conditions and the facilities and make its own estimate of the requirements, difficulties and costs related to the performance of the Work.

3. **INTERPRETATION OF THE BID DOCUMENTS PRIOR TO BIDDING – ADDENDA.** If a Bidder does not understand the meaning of any part or finds discrepancies in or omissions from any part of the Bid Documents, the Bidder may submit to the District a written request for interpretation not less than ten (10) days before the Bid Due Date. The District shall determine whether a request is appropriate for response and shall interpret or correct the Bid Documents by addendum only. The District shall email a copy of each addendum to persons on record as having received the Bid Documents through the Procurement Portal. The Bidder shall not rely upon any other explanations or interpretations of the Bid Documents.
4. **BID SUBMITTAL – THE PROPOSAL.** A Bidder shall submit its bid by completing the Proposal forms and any data or experience forms contained in the Bid Documents. The Bidder shall fill out all forms completely. The Bidder shall upload the Proposal with all addenda attached and the Bid Security to the District’s Procurement Portal unless required to deliver to the District’s Purchasing Department in a sealed envelope marked with the Contract title and the Bidder’s name and address. The requirements detailed in these Bidding Requirements in no way limit certain information that may be submitted with the Proposal. Each Bidder is invited to include in its Proposal all such additional information that Bidder

believes to be a value-add and/or necessary in order to provide a comprehensive bid offering. Each Proposal submitted to the District shall be a binding offer on the part of the Bidder acceptable by the District in accordance with its terms. By submitting a Proposal each Bidder hereby acknowledges and agrees to be bound by this term. Any cost or expense incurred by Bidder in connection with its Proposal, including in obtaining any Bid Security or negotiating any Contract, shall be the sole responsibility of and borne by the Bidder.

5. **REVISIONS TO CONTRACT FORMS.** The District requires that the Contract for the Work be in the Contract Forms included in Part B, subject to any exceptions submitted by Bidder in its Proposal and any subsequent negotiations of the parties to finalize the Contract. The Contract Forms attached as Part B, contain the standard and customary terms and conditions deemed necessary by the District or required by law. In the event a Bidder desires to submit revisions to any of the terms and conditions contained in the Contract Forms, such Bidder-requested revisions must be submitted in a redlined copy of the Contract Forms as part of Bidder's Proposal. Bidder may request a word document of the Contract Forms by contacting [Security Manager, Zach Valentine]. In the event that a Bidder submits a Proposal that does not include any redlined revisions, such Bidder will be deemed to be in agreement with all the terms and conditions in the Contract Forms for purposes of executing a Contract for the Work if the Bidder's Proposal is successful. The District will not consider any revisions to the Contract Forms that are not contained or included in a Bidder's Proposal for purposes of negotiating and executing a Contract for the Work if the Bidder's Proposal is successful. While the District may consider such Bidder-requested revisions, the District reserves the right in its sole discretion to reject any Proposal that contains revisions to the Contract Forms.
6. **BID SECURITY.** A Proposal shall be accompanied by a certified check payable to the "Metropolitan Utilities District of Omaha" in the amount of ten percent (10%) of the base bid, including unit price totals, drawn on a Federal Reserve System member bank and shall be received by the District's Purchasing Department, and the bid bond form supplied by the District shall be uploaded in the Procurement Portal indicating "Bid Security by Check", by the bid opening date and time. Or, by a bid bond in a like amount on the form supplied by the District and executed by a surety authorized to engage in the surety business in the State of Nebraska ("Bid Security") shall be uploaded in the Procurement Portal at the time of bid submittal. The District shall retain the Bid Security as liquidated damages if the Bidder is awarded the Contract and does not enter into the Contract and file with the District the required Performance Bond and Labor and Materials Payment Bond within ten (10) days after notification of the Contract award. The District shall return the Bid Security to all except the three lowest Bidders within fifteen (15) days after the bid opening. The District shall return the Bid Security of the three lowest Bidders within forty-eight (48) hours after the executed Contract, including the surety bonds, have been delivered by the successful Bidder to, and accepted by, the District.
7. **REJECTION OF PROPOSALS.** The District may reject any or all of the Proposals. The District may reject a Proposal that is incomplete, obscure or irregular, a Proposal with erasures or corrections in the price, Proposals with revisions to the Contract Forms or a Proposal accompanied by insufficient or irregular Bid Security
8. **BID EVALUATION, RECIPROCAL PREFERENCE.** A resident Bidder shall be allowed a preference over a non-resident Bidder from a state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident Bidder. Resident Bidder means any person, partnership, association, foreign or domestic limited liability company, association or foreign or domestic corporation authorized to engage in business in the State of Nebraska and meeting the residency requirement of the state of the non-resident Bidder, or having a bona fide establishment for doing business within this state for the length of time established by the state of the non-resident Bidder, necessary for receiving the benefit of that state's preference law on the date any bid for a public contract is first advertised or announced. Reciprocal preference is subject to the provisions of Neb. Rev. Stat. Section 73-101.01 and Section 73-101.02, as amended.
9. **AWARD OF THE CONTRACT.** Within sixty (60) days after the opening of the Proposals, the District's Board of Directors will act upon them. The Board of Directors may award the Contract to the

responsible Bidder who submits the lowest and best bid or, at its sole discretion, may reject any or all bids, or may waive any defects, irregularities or informalities. The District's Purchasing Agent shall notify the successful Bidder of the award by email and will confirm the award by letter. The award of the Contract shall bind the successful Bidder to perform the Contract.

The "date of the award of the Contract," "the effective date," or equivalent words shall mean the date on which the successful Bidder's Proposal is unconditionally accepted by the District's Board of Directors as evidenced by the signature of the District's authorized representative.

- 10. PRICES AND SALES TAXES.** If prices quoted in the Proposal are illegible, the total bid may be rejected or the unit price will be declared by the interpretation of the District's interpretation. The prices quoted in the Proposal shall be firm and shall not be subject to escalation clauses. The proposal shall include an itemization of all applicable State of Nebraska and local sales and use taxes.

Upon the District's request, the Contractor shall provide to the District the Contractor's calculation of applicable sales taxes, or such information as will allow the District to calculate and verify applicable sales and use taxes.

- 11. BID WITHDRAWAL.** No Bidder shall withdraw its bid for a period of sixty (60) days after the Bid Due Date.

- 12. WORK EXPERIENCE.** After the bid opening, the Bidder shall complete the experience data sheet that is provided within this contract proving that the Bidder has a minimum of five (5) years of satisfactory work experience with the work being similar to this contract. The Bidder shall also prove that they have a minimum of three (3) years of satisfactory work experience, with the work being similar to this contract, under the Same Company Name. The Bidder must demonstrate that it has continuously provided guard service of similar size, scope, and complexity to a single customer under a single contract or account for at least the past three (3) years, including multi-site operations and a minimum of two thousand (2,000) hours per week of guard service.

- 13. RELIABILITY.** Subsequent to the bid opening, Bidders may be requested to submit financial statements and such other information as the District may require to determine whether a Bidder is fully qualified to receive the award of the Contract. The Bidder shall make such statements and information immediately available upon the District's request.

- 14. SAFETY RECORD.** Bidders must include, if available, documentation detailed in PART A BIDDING REQUIREMENTS: EXPERIENCE RECORD of the Bid Documents pertaining to its respective safety records. Such documentation includes its total reportable injury rate, its DART rate, and its experience modification rate. In addition, if available, additional safety records detailed in PART A BIDDING REQUIREMENTS: EXPERIENCE RECORD must be provided. If such records are not available, Bidder should describe why they are not available. Safety is paramount for the District, but the District recognizes that not all contractors have the listed documentation and will therefore review any such explanatory statements why such documentation is not available.

- 15. TIME FOR START AND COMPLETION OF THE WORK.** The Contractor shall start and complete the Work as required in Part C of the Bid Documents.

- 16. LIQUIDATED DAMAGES.** Bidder hereby acknowledges and agrees that the District shall retain the Bid Security as liquidated damages if the Bidder is awarded the Contract and does not enter into the Contract and file with the District the required Performance Bond and Labor and Materials Payment Bond within ten (10) days after notification of the Contract award.

In addition, Bidder further acknowledges and agrees that time is of the essence in the performance of the Work and that its failure to commence and complete the Work on the dates set forth in Part C of the Bid Documents will result in Bidder's liability for any liquidated damages set forth in Part C for each and every calendar day that the Bidder is in breach of the Contract.

- 17. EMPLOYEE CLASSIFICATION ACT.** Bidder acknowledges reading and understanding the Employee Classification Act, Neb. Rev. Stat. § 48-2901 to 48-2912. Bidder acknowledges that if awarded the Contract, it will abide by the law, notarize and attach the Employee Classification Act Affidavit to the Contract.
- 18. LIMITING SECURITY GUARD TURNOVER.** The District encourages Bidders to maintain compensation, benefits, staffing practices, and retention strategies that promote personnel loyalty, continuity, and longevity among guards assigned to the District. The District may consider such practices when evaluating bids. Examples may include, but are not limited to, retention bonuses, medical benefits, paid leave benefits, retirement benefits, profit sharing, advancement opportunities, employee recognition programs, training opportunities, and other measures intended to reduce turnover and support long-term staffing stability. Bidders shall describe their proposed retention strategies, benefits, and employee support programs as part of their bid submission. No bonus, incentive, benefit, stipend, allowance, or other non-hourly compensation shall be counted toward the minimum hourly wage rate required for guards under this Contract.
- 19. BIDDER QUALIFICATIONS AND OPERATIONAL CAPACITY.** The District requires Bidders to demonstrate that they have the staffing resources, supervisory support, operational capacity, fleet resources, training programs, local, regional, and corporate support structure, and contract management capabilities necessary to perform the guard services required under this Contract. Bidders shall complete the Guard Services Bidder Qualifications and Operational Capacity Questionnaire as part of their bid submission. The District may consider the Bidder's responses when evaluating qualifications, operational capacity, staffing depth, supervision, Security Operations Center experience, training capabilities, fleet readiness, driver safety practices, emergency staffing capacity, reporting practices, quality control, and ability to support a contract of this size, scope, and complexity. Responses shall be specific, complete, and supported by documentation when applicable. Bidders shall not propose alternate staffing structures unless specifically requested by the District.

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PART A – BIDDING REQUIREMENTS

PROPOSAL

BIDDER SHALL SUBMIT TWO COPIES OF THE BID PROPOSAL AND REQUIRED SUBMITTALS

FROM:	
Company:	
Address:	
Telephone:	
Email:	
Date:	

TO: THE METROPOLITAN UTILITIES DISTRICT OF OMAHA
OMAHA, NEBRASKA

If the District accepts this Proposal, pursuant to the Contract Documents, the Bidder shall furnish all necessary supplies, construction materials, all other materials, except for those provided by the District, equipment and all labor and superintendence to:

M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

for the unit prices shown below:

Bid Summary (Note: Partial Bids will not be accepted)			
	September 1, 2026, to August 31, 2027 (Year 1)	September 1, 2027, to August 31, 2028 (Year 2)	September 1, 2028, to August 31, 2029 (Year 3)
Bid Item 1 (\$/week) – Account Manager	\$	\$	\$
Bid Item 2 (\$/week) – Shift Supervisors	\$	\$	\$
Bid Item 3 (\$/week) – Op Center North Gate Guard	\$	\$	\$
Bid Items 4, 5 (\$/week) – Security Operations Center	\$	\$	\$
Bid Item 6 (\$/week) – Flex Officers	\$	\$	\$
Bid Item 7, 8, 9 (\$/week) – LNG Plant	\$	\$	\$
Bid Items 10, 11, 12, 13 (\$/week) - Operating Center	\$	\$	\$

This document is **Confidential** and will only be shared with MUD Employees and qualified security contractors

Bid Items 14, 15 (\$/week) - Construction Center 2	\$	\$	\$
Bid Item 16, 17 (\$/week) - Headquarters	\$	\$	\$
Bid Item 18, 19 (\$/week) – Florence	\$	\$	\$
Bid Item 20, 21 (\$/week) – Platte South Plant	\$	\$	\$
Bid Item 22, 23, 24 (\$/week) - Platte West Plant	\$	\$	\$
Summation (\$/week) – Total Items 1-22	\$	\$	\$
Yearly Cost (summation times 52 weeks = (\$/yr)	\$ Year One (1) Total	\$ Year Two (2) Total	\$ Year Three (3) Total
Sales and Use Taxes (if applicable)	\$	\$	\$
Yearly Totals with Tax	\$	\$	\$
Enter the Summation Dollar Total of Year One, Two and Three: <u>Evaluation of bids will be based on this value!</u>			\$

***NOTE: Contractor will be required to submit State of Nebraska Tax I.D. Number upon award of bid.**

State of Nebraska Department of Revenue Contractor Option Number - Check the box by the appropriate option number as defined by the Contractor's registry with the State of Nebraska Department of Revenue. Non-registered Contractors are required to register with the Department of Labor on its website at www.dol.nebraska.gov. **A copy of the Contractor's Option Certificate shall be included with the proposal. Failure to provide this information is grounds for rejection of bid.**

Option 1 ☐

Option 2 ☐

Option 3 ☐

Sales Taxes - Sales taxes shall be listed for this bid as required per the State of Nebraska Department of Revenue registered Contractor Option Number. **Failure to provide this information is grounds for rejection of bid.**

The Bidder shall comply with and continue to comply with the *Nebraska Fair Labor Standards* in the pursuit of business and in the performance of this Contract. It is a provision of this Contract that, in its performance, the *Nebraska Fair Labor Standards*, as defined in Neb. Rev. Stat. Section 73-104, as amended, shall be maintained.

The Bidder has made an election with the State of Nebraska under Neb. Rev. Stat. Section 77-2702.05, *Nebraska Revenue Act of 1967*, as amended, by which the Bidder shall be responsible for payment of all sales taxes on materials incorporated into the Work.

The Bidder shall start and complete the Work as required in Part D, Division 1.

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA

SCHEDULE OF VALUES

The total dollar value below must equal the bid's total price as stated on the proposal. Wage scales are associated with the required wage per hour for each position. The wage scales for each position are identified in the tables below.

For bid pricing purposes, all guard hours shall be priced at Wage Scale 1 for the first year of the Contract, unless otherwise specifically stated in the Bid Item Description or Schedule of Values. Each post shall include a three percent (3%) increase for each successive year of the Contract.

At the commencement of this Contract, all guards assigned to the District shall begin at Wage Scale 1 for purposes of wage scale placement under this Contract. Future wage scale adjustments may be used in conjunction with annual performance evaluations, satisfactory performance, and continued service assigned to the District account, subject to District approval and the terms of the Contract.

The total number of hours for each post is identified in the Bid Item Description. The Contractor may expand this form if necessary. Fill in all blanks. Failure to submit this information with the bid may be cause for rejection of bid.

Bid Item: 1				
Title: Account Manager				
# of FTEs: 1				
Wkly Hrs: 40				
Duties: A qualified Account Manager assigned solely to the District guard services contract. The Account Manager is responsible for the overall management and day-to-day oversight of the District account, including staffing oversight, personnel supervision, training compliance, performance management, and disciplinary or termination decisions, as appropriate. The Account Manager serves as the primary point of contact for the District, is available on a 24-hour, 7-day-per-week on-call basis, and is accountable for contract performance, operational continuity, service quality, and resolution of staffing or operational issues.				
Schedule: 24 hours per day, 7 days per week, including holidays.				
Contract Year	Minimum Salary	Mark-up (Weekly)	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	\$70,000	\$0.00	40 +	\$1,346.15
Sept 1, 2027 to Aug 31, 2028	\$72,100	\$0.00	40 +	\$1,386.54
Sept 1, 2028 to Aug 31, 2029	\$74,263	\$0.00	40 +	\$1,428.13

Bid Item: 2 Title: Shift Supervisors # of FTEs: 5 Wkly Hrs: 200 Duties: Shift Supervisors oversee daily shift operations, assign posts and responsibilities, direct security personnel in the performance of their duties, and monitor activities throughout the shift to ensure proper coverage, efficiency, and adherence to contract requirements. Schedule: Continuous coverage 24 hours per day, 7 days per week, including weekends and holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$27.00	\$0.00	200.0	\$5,400.00
	2	\$27.81	\$0.00	0.0	\$0.00
	3	\$28.64	\$0.00	0.0	\$0.00
	4	\$29.50	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$27.81	\$0.00	0.0	\$0.00
	2	\$28.64	\$0.00	200.0	\$5,728.86
	3	\$29.50	\$0.00	0.0	\$0.00
	4	\$30.39	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$28.64	\$0.00	0.0	\$0.00
	2	\$29.50	\$0.00	0.0	\$0.00
	3	\$30.39	\$0.00	200.0	\$6,077.75
	4	\$31.30	\$0.00	0.0	\$0.00

Bid Item: 3 Title: Operating Center North Gate Guard # of FTEs: 1 Wkly Hrs: 50 Duties: This position is intended to support site access control during the Construction Center 1 remodel and is expected to remain in place for the duration of the project. The unarmed North Gate Guard for the Operating Center is responsible for greeting employees, contractors, visitors, and other non-employees; maintaining visitor management procedures; and controlling access through the gate. The North Gate Guard supports daily site security operations and helps ensure access control and visitor processing are carried out in accordance with established procedures, site requirements, and contract expectations. Schedule: 10 hours per day, M-F, 6:30 a.m. to 4:30 a.m. and may exclude some holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	40.0	\$840.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	40.0	\$891.16
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	40.0	\$945.43
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 4 Title: Security Operations Center (SOC) Supervisor # of FTEs: 1 Wkly Hrs: 40 Duties: An unarmed Security Operations Center (SOC) Supervisor responsible for overseeing daily SOC operations and monitoring all MUD facilities through video surveillance systems, alarm monitoring platforms, access control systems, and visitor management tools. Duties include monitoring security activity and system alerts; assessing, prioritizing, and documenting incidents; dispatching mobile guards and other appropriate resources; coordinating responses to alarms, access control events, and other security-related issues; maintaining situational awareness across District facilities; communicating with field personnel, District contacts, and emergency responders as needed; completing required logs, reports, and incident documentation; and performing other assigned duties in support of District security operations. Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m., including holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$27.00	\$0.00	40.0	\$1,080.00
	2	\$27.81	\$0.00	0.0	\$0.00
	3	\$28.64	\$0.00	0.0	\$0.00
	4	\$29.50	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$27.81	\$0.00	0.0	\$0.00
	2	\$28.64	\$0.00	40.0	\$1,145.77
	3	\$29.50	\$0.00	0.0	\$0.00
	4	\$30.39	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$28.64	\$0.00	0.0	\$0.00
	2	\$29.50	\$0.00	0.0	\$0.00
	3	\$30.39	\$0.00	40.0	\$1,215.55
	4	\$31.30	\$0.00	0.0	\$0.00

Bid Item:	5
Title:	SOC Operator
# of FTEs:	5
Wkly Hrs:	200
Duties:	An unarmed Security Operations Center (SOC) Operator responsible for monitoring all MUD facilities through video surveillance systems, alarm monitoring platforms, access control systems, and visitor management tools. Duties include monitoring security activity and system alerts; documenting incidents; dispatching mobile guards and other appropriate resources; coordinating responses to alarms, access control events, and other security-related issues; maintaining situational awareness across District facilities; communicating with field personnel, District contacts, and emergency responders as needed; completing required logs, reports, and incident documentation; and performing other assigned duties in support of District security operations.
Schedule:	16 hours per day, M-F, 3:00 a.m. to 7:00 p.m.; 24 hours per day Sat, Sun, and holidays.

Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$25.00	\$0.00	200.0	\$5,000.00
	2	\$25.75	\$0.00	0.0	\$0.00
	3	\$26.52	\$0.00	0.0	\$0.00
	4	\$27.32	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$25.75	\$0.00	0.0	\$0.00
	2	\$26.52	\$0.00	200.0	\$5,304.50
	3	\$27.32	\$0.00	0.0	\$0.00
	4	\$28.14	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$26.52	\$0.00	0.0	\$0.00
	2	\$27.32	\$0.00	0.0	\$0.00
	3	\$28.14	\$0.00	200.0	\$5,627.54
	4	\$28.98	\$0.00	0.0	\$0.00

Bid Item: 6 Title: Flex Officers # of FTEs: 7 Wkly Hrs: 280 Duties: Unarmed Flex Officers to support staffing continuity by filling schedule gaps resulting from call-offs, vacations, training, and other operational needs. Flex Officers shall be capable of performing duties at any assigned post and may be assigned to supervisory functions, as needed, to ensure proper coverage, operational continuity, and compliance with contract requirements. Schedule: 24 hours per day, 7 days per week, including holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	280.0	\$6,440.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	280.0	\$6,832.20
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	280.0	\$7,248.28
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 7 Title: Site Lead, LNG Plant # of FTEs: 1 Wkly Hrs: 40 Duties: An unarmed Site Lead for the LNG Plant responsible for monitoring camera systems and alarms, enforcing site security procedures and CFATS-related requirements, controlling access, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for guards assigned to the plant, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 8:00 a.m. to 4:00 p.m., including holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 8 Title: Security Guard, LNG Plant # of FTEs: 3 Wkly Hrs: 120 Duties: Unarmed Security Guards for the LNG Plant responsible for monitoring camera systems and alarms, enforcing site security procedures and CFATS-related requirements, patrolling the grounds, controlling access, and greeting employees, contractors, visitors, and other non-employees. Security Guards assigned to this site support daily security operations and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 16 hours per day, M-F, 4:00 p.m. to 12:00 a.m. 24 hours per day Sat, Sun, including holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	120.0	\$2,520.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	120.0	\$2,673.47
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	120.0	\$2,836.28
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 9 Title: Mobile Patrol, LNG Plant # of FTEs: 2 Wkly Hrs: 80 Duties: Unarmed Mobile Patrol officers for the LNG Plant responsible for patrolling the grounds, escorting visitors in support of CFATS-related requirements, and greeting employees, contractors, visitors, and other non-employees. Mobile Patrol officers support site security operations through visible patrol activity, access-related assistance, and visitor escort functions, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 16 hours per day M-F, 6:00 a.m. to 10:00 p.m.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	80.0	\$1,680.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	80.0	\$1,782.31
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	80.0	\$1,890.85
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 10 Title: Site Lead, Operating Center # of FTEs: 1 Wkly Hrs: 40 Duties: Unarmed Site Lead for the Operating Center responsible for monitoring camera systems and alarms, controlling access, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for all guards assigned to the location, including the Roving Patrol, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m. excluding holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 11 Title: Operating Center Main Desk Guard # of FTEs: 3 Wkly Hrs: 120 Duties: Unarmed Main Desk Guards for the Operating Center responsible for monitoring camera systems and alarms, controlling access, and greeting employees, contractors, visitors, and other non-employees. Main Desk Guards assigned to this post support daily security operations and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 16 hours per day, M-F, 3:00 a.m. to 7:00 p.m.; 24 hours per day Sat, Sun, and holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	120.0	\$2,520.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	120.0	\$2,673.47
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	120.0	\$2,836.28
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 12 Title: Operating Center South Gate Guard # of FTEs: 1 Wkly Hrs: 50 Duties: Unarmed South Gate Guard for the Operating Center responsible for greeting employees, contractors, visitors, and other non-employees, maintaining visitor management procedures, and controlling access through the gate. The South Gate Guard supports daily site security operations and helps ensure access control and visitor processing are carried out in accordance with established procedures, site requirements, and contract expectations. Schedule: 10 hours per day, M-F, 6:30 a.m. to 4:30 a.m. excluding holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	50.0	\$1,050.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	50.0	\$1,113.95
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	50.0	\$1,181.78
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 13 Title: Roving Patrol # of FTEs: 4 Wkly Hrs: 160 Duties: Unarmed Roving Patrol officers responsible for mobile response and patrol of all District facilities, controlling access as needed, and greeting employees, contractors, visitors, and other non-employees. Roving Patrol officers support daily security operations through visible patrol activity, response to calls for service, access-related assistance, and general field support, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, 24 hours per day, 7 days per week, including holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	160.0	\$3,360.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	160.0	\$3,564.62
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	160.0	\$3,781.71
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 14 Title: Site Lead, Construction Center 2 # of FTEs: 1 Wkly Hrs: 40 Duties: Unarmed Site Lead for Construction Center 2 responsible for greeting employees, contractors, visitors, and other non-employees, maintaining visitor management procedures, and controlling access through the gates. The Site Lead serves as the primary on-site lead for all guards assigned to the location, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m. excluding Holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 15 Title: Construction Center 2 Guard / Rover # of FTEs: 4 Wkly Hrs: 160 Duties: Unarmed Guard / Rover personnel for Construction Center 2 responsible for greeting employees, contractors, visitors, and other non-employees, maintaining visitor management procedures, controlling access through the gates, conducting patrols of the site, and providing mobile response as needed. Guard / Rover personnel support daily site security operations through visible patrol activity, access-related assistance, visitor processing, and response to operational or security-related needs, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: M-F, 7:00 a.m. to 3:00 p.m. excluding Holidays; all other shifts staffed by 1 solo guard, 24 hours per day, 7 days per week, including Holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	160.0	\$3,360.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	160.0	\$3,564.62
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	160.0	\$3,781.71
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 16 Title: Site Lead, Headquarters # of FTEs: 1 Wkly Hrs: 40 Duties: An unarmed Site Lead for Headquarters responsible for overseeing daily security operations at the location, monitoring the lobby environment, supporting access-related procedures, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for all guards assigned to Headquarters, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m. excluding Holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 17

Title: Headquarters Roving Patrol

of FTEs: 4

Wkly Hrs: 160

Duties: Unarmed Roving Patrol officers for Headquarters responsible for monitoring cameras, alarms, the lobby area, and surrounding grounds; providing mobile response and patrol activity; and greeting employees, contractors, visitors, and other non-employees, as appropriate. Headquarters Roving Patrol officers support daily security operations through visible patrol activity, response to calls for service, access-related assistance, and general field support, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations.

Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m. excluding Holidays.

Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	160.0	\$3,360.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	160.0	\$3,564.62
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	160.0	\$3,781.71
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 18 Title: Site Lead, Florence Water Plant # of FTEs: 1 Wkly Hrs: 40 Duties: An unarmed Site Lead for the Florence Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for all guards assigned to the location, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 7:00 a.m. to 3:00 p.m. excluding Holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 19 Title: Florence Water Plant Guard # of FTEs: 3 Wkly Hrs: 120 Duties: Unarmed Security Guards for the Florence Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. Security Guards assigned to this site support daily security operations through monitoring, site presence, and general post coverage, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 16 hours per day M-F, 3:00 p.m. to 7:00 a.m.; 24 hours per day Sat, Sun, including Holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	120.0	\$2,520.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	120.0	\$2,673.47
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	120.0	\$2,836.28
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 20 Title: Site Lead, Platte South Water Plant # of FTEs: 1 Wkly Hrs: 40 Duties: An unarmed Site Lead for the Platte South Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for all guards assigned to the location, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 8 hours per day, M-F, 8:00 a.m. to 4:00 p.m. including Holidays.					
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Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 21

Title: Platte South Water Plant Guard

of FTEs: 3

Wkly Hrs: 120

Duties: Unarmed Security Guards for the Platte South Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. Security Guards assigned to this site support daily security operations through monitoring, site presence, and general post coverage, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations.

Schedule: 16 hours per day, M-F, 4:00 p.m. to 12:00 a.m., 24 hours per day Sat, Sun, including Holidays.

Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	120.0	\$2,520.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	120.0	\$2,673.47
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	120.0	\$2,836.28
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 22

Title: Site Lead, Platte West Water Plant

of FTEs: 1

Wkly Hrs: 40

Duties: An unarmed Site Lead for the Platte West Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. The Site Lead serves as the primary on-site lead for all guards assigned to the location, provides daily direction and operational support, assists with post coverage and coordination, and helps ensure security services are delivered in accordance with established procedures, site requirements, and contract expectations.

Schedule: 8 hours per day, M-F, 8:00 a.m. to 4:00 p.m. including Holidays.

Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$23.00	\$0.00	40.0	\$920.00
	2	\$23.69	\$0.00	0.0	\$0.00
	3	\$24.40	\$0.00	0.0	\$0.00
	4	\$25.13	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$23.69	\$0.00	0.0	\$0.00
	2	\$24.40	\$0.00	40.0	\$976.03
	3	\$25.13	\$0.00	0.0	\$0.00
	4	\$25.89	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$24.40	\$0.00	0.0	\$0.00
	2	\$25.13	\$0.00	0.0	\$0.00
	3	\$25.89	\$0.00	40.0	\$1,035.47
	4	\$26.66	\$0.00	0.0	\$0.00

Bid Item: 23 Title: Platte West Water Plant Guard # of FTEs: 3 Wkly Hrs: 120 Duties: Unarmed Security Guards for the Platte West Water Plant responsible for monitoring camera systems, alarms, and site grounds, and greeting employees, contractors, visitors, and other non-employees. Security Guards assigned to this site support daily security operations through monitoring, site presence, and general post coverage, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 16 hours per day, M-F, 4:00 p.m. to 12:00 a.m., 24 hours per day Sat, Sun, including Holidays.					
-					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	120.0	\$2,520.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	120.0	\$2,673.47
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	120.0	\$2,836.28
	4	\$24.34	\$0.00	0.0	\$0.00

Bid Item: 24 Title: Platte West Well Field Patrol # of FTEs: 4 Wkly Hrs: 160 Duties: Unarmed Well Field Patrol officers for the Platte West well fields responsible for conducting patrol rounds throughout the assigned well field areas, observing and reporting security, safety, or site-related concerns, and maintaining a visible security presence in the field. Well Field Patrol officers support daily security operations through routine patrol activity, field observation, and timely reporting of issues, and help ensure services are delivered in accordance with established procedures, site requirements, and contract expectations. Schedule: 24 hours per day, 7 days per week, including Holidays.					
Contract Year	Wage Scales	Wage Per Hour	Mark-up	Hours per Week	Total Cost Per Week
Sept 1, 2026 to Aug 31, 2027	1	\$21.00	\$0.00	160.0	\$3,360.00
	2	\$21.63	\$0.00	0.0	\$0.00
	3	\$22.28	\$0.00	0.0	\$0.00
	4	\$22.95	\$0.00	0.0	\$0.00
Sept 1, 2027 to Aug 31, 2028	1	\$21.63	\$0.00	0.0	\$0.00
	2	\$22.28	\$0.00	160.0	\$3,564.62
	3	\$22.95	\$0.00	0.0	\$0.00
	4	\$23.64	\$0.00	0.0	\$0.00
Sept 1, 2028 to Aug 31, 2029	1	\$22.28	\$0.00	0.0	\$0.00
	2	\$22.95	\$0.00	0.0	\$0.00
	3	\$23.64	\$0.00	160.0	\$3,781.71
	4	\$24.34	\$0.00	0.0	\$0.00

PART A – BIDDING REQUIREMENTS

EXPERIENCE RECORD

This completed experience record shall accompany the Proposal Form. Failure to complete and submit this form with the Proposal is grounds for rejection. The Bidder shall complete the information on jobs that the Bidder has performed of a comparable nature within the last five (5) years.

Reference 1

Name and Phone Number of Owner _____

Address of Owner _____

Contact Person _____

Location of Work _____

Date Job Completed _____

Dollar Amount of Job _____

Description of Job _____

Reference 2

Name and Phone Number of Owner _____

Address of Owner _____

Contact Person _____

Location of Work _____

Date Job Completed _____

Dollar Amount of Job _____

Description of Job _____

Reference 3

Name and Phone Number of Owner _____

Address of Owner _____

Contact Person _____

Location of Work _____

Date Job Completed _____

Dollar Amount of Job _____

Description of Job _____

Reference 4

Name and Phone Number of Owner _____

Address of Owner _____

Contact Person _____

Location of Work _____

Date Job Completed _____

Dollar Amount of Job _____

Description of Job _____

Reference 5

Name and Phone Number of Owner _____

Address of Owner _____

Contact Person _____

Location of Work _____

Date Job Completed _____

Dollar Amount of Job _____

Description of Job _____

BIDDER

PRINT NAME

AUTHORIZED SIGNATURE

TITLE

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METROPOLITAN UTILITIES DISTRICT OF OMAHA
OMAHA, NEBRASKA

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____
Of _____ As PRINCIPAL,
And _____
Of _____ As SURETY,
Are held and firmly bound unto the Metropolitan Utilities District of Omaha, Omaha, Nebraska, A municipal corporation, in the sum of _____
_____ Dollars _____

Lawful money of the United States of America, for the payment of which, well and truly to be made to the Metropolitan Utilities District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

WHEREAS, under the terms of the Bidding Requirements each proposal must be accompanied by either a certified check payable to the Metropolitan Utilities District in an amount of at least ten percent (10%) of the base bid, or by a bidder's bond in a like amount, executed by a surety company authorized to engage in such business in the State of Nebraska, in pursuance whereof this bond is made and executed, subject to the terms, and conditions of the advertisement, instructions to bidders, and proposal to accompany the proposal of the undersigned principal

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the bidder, as aforesaid, shall within ten (10) days after being called upon by Metropolitan Utilities District to do so, in the event that this bid has been accepted, enter into a contract with Metropolitan Utilities District for the work as described in the Notice to Bidders, the Proposal, and the Contract, as specified, for the Metropolitan Utilities District of Omaha, Omaha, Nebraska, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance of such contract, then this obligation shall be void; otherwise to be in full force and virtue.

IN WITNESS WHEREOF, The Parties Hereto Have Set Their Hands AND Seals this _____ day of _____, 20____.

SURETY

PRINCIPAL

Name (Title)

Name (Title)

Enclosed is a certified check in the amount of _____

Dollars (\$_____) payable to the "Metropolitan Utilities of Omaha" or a bid bond complying with the bidding requirements (see bid bond at the end of this section). The undersigned agrees, if this proposal is accepted, that this bid deposit shall become the property of the Metropolitan Utilities District as liquidated damages should he fail or refuse to execute the Contract and Surety Bond within the time specified. If this bid is accepted within sixty (60) calendar days after the date of the opening of the bids, or at any time thereafter before this bid is withdrawn, the undersigned shall, within ten (10) calendar days after the date of the award of the Contract, execute and deliver a contract and furnish a surety Bond as required by the attached Contract Documents.

The Bidder has examined the Worksite as well as the nature and extent of the Work and all other matters that can affect the Work and acknowledges receipt of _____ addenda, the latest dated _____, 20____.

DATED this _____ day of _____, 20____.

SIGNATURE OF BIDDER:

NAME

TITLE

WITNESS:

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PART B – CONTRACT FORMS

CONTRACT

THIS AGREEMENT is entered into between the Metropolitan Utilities District of Omaha, Omaha, Nebraska, (“District”) and _____

_____ (“Contractor”).

In consideration of payment by the District of the lump sum of _____

Dollars (\$_____) as quoted in the Contractor’s Proposal on _____, 20____, and the Contract awarded by the District’s Board of Directors on _____, 20____. The Contractor shall furnish all necessary supplies, construction materials and other materials, except those provided by the District, equipment, all labor and superintendence and all incidentals required to:

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

(“Work”) in accordance with the Contract Documents.

To the best of the Contractor’s knowledge, no District Director or District employee has any direct or indirect pecuniary interest in any agreement, contract or bid for work or supplies to be furnished that relate to this Contract. The Contractor has neither directly nor indirectly entered into any agreement or understanding, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with this Contract.

CONTRACTOR:

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA:

By _____

By _____

Title _____

Title _____

Executed on _____, 20____

Executed on _____, 20____

APPROVED AS TO FORM:

Senior Vice President, General Counsel

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PART B – CONTRACT FORMS

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT Neb. Rev. Stat. § 48-2901 to 48-2912 ("Act"), I, _____, the _____ (Title) of _____ (Company), herein below known as the Contractor, states under oath and swears as follows:

1. Each individual performing services for the Contractor is properly classified under the Act.
2. The Contractor has completed a Federal I-9 immigration form and has such form on file for each of its employee performing services.
3. The Contractor has complied with Neb. Rev. Stat. §4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. §48-2912.
6. As the Contractor, I understand that pursuant to the Act a violation by a contractor is grounds for rescission of the contract by the District. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the District for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this _____ day of _____, 20____.

Notary Public

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PART B – CONTRACT FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____ as PRINCIPAL,

and _____

of _____ as SURETY,

are held and firmly bound unto the Metropolitan Utilities District of Omaha, Omaha, Nebraska ("District"), in

penal sum of _____

_____ Dollars (\$ _____)

lawful money of the United States of America to be paid to the District, its successors or assigns, for which payment, well and truly to be made, the PRINCIPAL and SURETY bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has entered into a written Contract with the District dated ____/____/____ (mm/dd/yy) to furnish all necessary supplies, construction materials, all other materials, except materials furnished by the District, all equipment, all labor and superintendence and all incidentals required to:

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

("Work") in accordance with the Contract Documents, which are made a part hereof ("Contract Documents").

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully perform all the undertaking, covenants, terms conditions and agreements including warranty, and indemnification provisions of the Contract Documents, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. The SURETY hereby waives notice of any alteration or extension of time made by District.
2. Whenever PRINCIPAL shall be, and is declared by District to be, in default under the Contract Documents, the SURETY may promptly:
 - a. complete the Work in accordance with its terms and conditions of the Contract Documents; or
 - b. obtain a bid or bids to complete the Work in accordance with the Contract Documents, and upon determination by the District and the SURETY jointly, of the lowest responsible Bidder, arrange for a Contract between that Bidder and the District and make available, as work progresses, sufficient funds to pay the cost of the completion, less the balance of the Contract price; or
 - c. Arrange for the District to complete the Work with its own forces, making available sufficient funds to pay the cost of completion, less the balance of the Contract price.

3. No right of action with respect to performance shall accrue to this Bond to or for the use of any person or corporation other than District and its successors or assigns.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

Title _____

Witness

SURETY

Title _____

Witness

COUNTERSIGNED:

Nebraska Resident Agent

PART B – CONTRACT FORMS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____ as PRINCIPAL,

and _____

of _____ as SURETY,

are held and firmly bound unto the Metropolitan Utilities District of Omaha, Omaha, Nebraska, in penal sum

of _____

_____ Dollars (\$ _____)

lawful money of the United States of America to be paid to the Metropolitan Utilities District of Omaha, its successors or assigns, for which payment, well and truly to be made, the PRINCIPAL and SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has entered into a written Contract with the District dated ____/____/____ (mm/dd/yy) to furnish all necessary supplies, all construction materials and other materials, except those furnished by the District, equipment, all labor and superintendence and all incidentals required to:

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

("Work") in accordance with the Contract Documents prepared by the District ("Contract Documents"), which Contract Documents are by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully perform all the undertaking, covenants, terms conditions and agreements including warranty, and indemnification provisions of the Contract Documents, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. Labor and material shall include that part of water, gas, power, light, heat, oil, gasoline, telephone service, internet service or rental of equipment directly applicable to the Contract Documents.
2. Any person having a direct contract with the PRINCIPAL, who has furnished labor or material in the prosecution of the Work and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed or material was furnished or supplied, for which such claim is made, shall have the right to sue on this Bond for the amount unpaid at the time of the institution of such suit, and to prosecute such action to final judgment and execution.
3. Any person having direct contractual relationship with a Subcontractor, but no contractual relationship, expressed or implied, with the PRINCIPAL, shall have a right of action upon this Bond upon giving written notice to the PRINCIPAL within four (4) months from the date on which such person performed the last of the labor, or furnished or supplied the last material, for which such

claim is made, stating with substantial accuracy the amount of the claim and the name of the party to whom such material was supplied or furnished or for whom the labor was performed. Such notice shall be mailed by registered or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL at any place PRINCIPAL maintains an office or conducts business, or resides, or in any other manner in which a notice may be served.

No suit shall be instituted upon this Bond for labor or materials except in the name of the party claiming the benefits of the action.

Any suit instituted upon this Bond shall be brought in a state court of competent jurisdiction in the county in which the project or any part thereof is situated or in the United States District Court for the District in which the project or any part thereof is situated, and not elsewhere. The District shall not be liable for the payment of any costs or expenses of any such suit.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

Title _____

Witness

SURETY

Title _____

Witness

COUNTERSIGNED:

Nebraska Resident Agent

PART C - GENERAL CONDITIONS

1. DEFINITIONS. When the following words or phrases are used in these Contract Documents, they shall have the following meaning:

- A. "Change Order" shall mean a written order agreed by the District to the Contractor to change the scope of Work.
- B. "Contractor" shall mean the party entering into this Contract for the performance of the Work covered by the Contract Documents and the Contractor's authorized agents or representatives.
- C. "Contract Documents" shall mean the Proposal accepted by the District and the final execution version of the Contract, the General Conditions, the Insurance Requirements, Employee Classification Act Affidavit, the Performance Bond, the Labor and Materials Payment Bond, the Specifications and addenda thereto, the Contract Drawings and Revisions, and all Change Orders.
- D. "District" shall mean the Metropolitan Utilities District of Omaha, Omaha, Nebraska.
- E. "Engineer" or "Architect" or "Inspector" shall mean any person designated by the District to inspect and observe the Work and to require on behalf of the District that the Work be performed in accordance with the Contract Documents.
- F. "or equal", when used in connection with the name of any item of equipment or material, shall mean that the item so named will be used as a basis of comparison and that all makes of similar items will be considered, providing that they of equal or better manufacture and performance.
- G. "Force Majeure" shall mean the following when beyond the reasonable control of the affected party: acts of God (except as excluded herein) including lightning, fire, storm, flood and earthquake; war; insurrection; riot; strike, picketing, boycott, lockout or other labor disturbance; inability to obtain essential materials; priority allocations of materials; order, restraint or prohibition by the United States of America, any state, or by any board, department, commission or agency either having jurisdiction of the parties hereto or the Work, or jurisdiction over parties, including subcontractors supplying labor, material, or any item or items necessary or desirable to performance under the Contract Documents. Neither rain, snow, ice, nor any other adverse weather condition shall be construed to be an event of Force Majeure, except for such adverse weather condition which causes the District's Project Manager to determine that, despite the exercise of due diligence and best efforts of Contractor to avoid or overcome the same, continued performance of the Work would be perilous to personnel, equipment and the Work, and would cause the performance limitations of the equipment being used for the performance of the Work to be exceeded.
- H. "Proposal" shall mean the proposal submitted by Contractor and accepted by the District and attached hereto as an exhibit.
- I. "Subcontractor" shall mean those having a direct contract with the Contractor who furnish material worked to a special design according to the plans or specifications of the Work, but does not include one who merely furnishes materials not so worked.
- J. "Work" shall mean the construction materials and other materials, except those materials furnished by the District, equipment, transportation, labor and superintendence and other facilities necessary for the Contractor or Subcontractors to complete the work required by the Contract Documents.

2. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS. The District and the Contractor shall sign the Contract using DocuSign eSignature unless otherwise requested. The District shall distribute the signed Contract by providing one to the Contractor and two to the District. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. If there is a conflict

between the drawings and the written specifications, the more stringent requirements shall govern. The intention of the Contract Documents is to include all labor and material, except that which the District designates as supplied by others, all tools and equipment, and everything necessary for the proper execution of the Work. If any work or material are not described in the Contract Documents, either directly or indirectly, but are necessary for the proper carrying out of the intent of the Contract Documents, the Contractor shall understand the same to be implied and required, and shall perform all work and furnish such materials as fully as if they were particularly described without any increase in the Contract amount for the Work. Should there be any conflict between any of the terms and provisions of the Contract Documents that cannot be reconciled, then the following priority shall prevail: (a) Change Orders; (b) these General Conditions; (c) Drawings and Specifications; (d) performance, payment and other bonds required by this Contract; and (e) Contractor's Proposal.

3. CONTRACTOR'S EXAMINATION OF THE WORK. By careful examination, the Contractor shall become familiar with the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be used, the character of the equipment and facilities needed before and during prosecution of the Work, the general and local conditions and all other matters which affect the Work. No oral agreement or conversation with any official, agent, or employee of the District or consulting Engineer, either before or after the execution of the Contract, shall modify its terms.

4. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND. Upon execution of the Contract, the Contractor shall furnish to the District a sufficient Performance Bond in the full amount of the Contract amount guaranteeing the faithful performance of all the covenants, stipulations, and agreements including the warranty and indemnification provisions of the Contract; and a Labor and the Material Payment Bond guaranteeing payment for all labor and material, cost of rental equipment and other payment obligations arising from the Contract Documents which payment obligations may in any manner become a claim against the District. The bonds shall conform to Nebraska statutory requirements, and the Labor and Material Payment Bond shall conform specifically to Neb. Rev. Stat. Section 52-118 through 52-124, as amended. The bonds shall be issued on the forms attached to the Contract and executed by sureties licensed and qualified to operate in the State of Nebraska and approved by the District. The bonds shall be countersigned by an agent resident in Nebraska, and the date of the bonds shall be the date of award of the Contract. If, at any time during the continuance of the Contract, a surety on a bond becomes irresponsible, the Contractor shall furnish a new surety acceptable to the District within ten (10) days after the Contractor has notice of such irresponsibility. If the Contractor fails to furnish a new surety, the District may suspend the Contract and may withhold all payments due to the Contractor.

5. COST INFORMATION. After the Contract has been awarded, the Contractor shall file with the District a separation of Contractor's lump sum bid into items similar to the various subdivisions of the detailed specifications, plus applicable sales and use taxes the total of which shall equal the lump sum bid. The Contractor shall provide the separate costs of various materials upon request. The District shall use this information as a basis for making monthly estimates. Upon the District's request, the Contractor shall provide to the District the Contractor's calculation of applicable sales and use taxes or such information as will allow the District to calculate and verify applicable sales and use taxes.

6. INDEMNIFICATION. The Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District and its directors, officers, employees, representatives and agents (individually, an "Indemnified Party"; and collectively, the "Indemnified Parties") from and against any and all claims, actions, suits, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees) of every kind and nature whatsoever to the extent arising from or in connection with: (a) any personal injury, death or property damage caused by the acts or omissions of Contractor, its Subcontractors and/or their respective employees, representatives and agents (each a "Contractor Party"); (b) any breach of this Contract by a Contractor Party; (c) any alleged infringement by any Contractor Party or the Work of the intellectual property rights of any third party; or (d) any violation of law, negligence or willful misconduct of any Contractor Party.

An Indemnified Party may participate, at its own expense, in any defense and settlement directly or through counsel of its choice. The Contractor will not settle or compromise any indemnity claim, without the prior

written consent of the Indemnifying Party, unless such settlement requires only the payment of financial consideration by the Contractor and the Indemnified Party receives a full and final release from the indemnified claim.

Contractor's indemnification obligations hereunder shall survive final completion of the Work and the expiration or earlier termination of this Contract. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit Contractor's indemnification obligation or other liability hereunder.

The foregoing remedies are in addition to other remedies set forth in this Contract or otherwise available to the District in accordance with applicable law.

7. REGISTRATION AND BONDING – NON-RESIDENT CONTRACTORS. The Contractor and Subcontractors shall register with the Nebraska Department of Labor on its website at www.dol.nebraska.gov.

8. REPORTING OF CLAIMS. The Contractor shall promptly report to its insurance carrier and to the District all alleged claims for personal injury or property damage arising during the Work. The Contractor shall also promptly advise the District of the name and address of the insurance adjuster or local agent who will handle such claims.

9. ASSIGNMENT OF THE CONTRACT. The Contractor shall not assign this Contract in whole or in part without the written consent of the District, which may be withheld by the District in its sole discretion, and of the surety on the Contractor's bonds. The Contractor shall deliver to the District the consent of the surety, together with a copy of the assignment. No assignment, even with consent, shall relieve the Contractor of the obligation to perform under this Contract. If the Contractor's assignee fails to perform the Work in accordance with the Contract Documents, the District may pursue all of its remedies against the Contractor, the assignee or both.

10. SUBCONTRACTORS. Prior to the commencement of the Work, the Contractor shall furnish the District with a complete list of all persons, firms or entities that the Contractor proposes to engage to furnish labor and/or materials in performing the Work. The Contractor agrees that the District has the right in its sole discretion to approve or reject any Subcontractor of any tier. Any Subcontractor whom the District believes in good faith not to be qualified to pursue the Work, shall be excluded from the Work, and shall be replaced with a Subcontractor acceptable to the District. The District shall also have the right to contact or otherwise communicate with each Subcontractor to verify the facts disclosed by any list or any invoice submitted to the District, or for any other purpose. Each approved subcontract shall contain provisions which specifically bind such Subcontractor to the applicable terms and provisions of the Contract Documents and shall also contain provisions permitting assignment thereof to the District.

The Contractor shall be responsible to the District for the acts and omissions of each Subcontractor, its employees, representatives or agents. The Contractor agrees to hold all Subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of any subcontract or any negligent act and to diligently endeavor to effect recoveries of such damages. The District shall be deemed to be a third-party beneficiary of each subcontract and may, if the District elects, require (following the Contractor's default under this Contract or the District's termination of this Contract) that the Subcontractor perform all of the then-unperformed duties and obligations of such Subcontractor thereunder for the benefit of the District (rather than the Contractor).

In the event that the District requires any such performance by a Subcontractor for the direct benefit of the District, then the District shall be bound and obligated to pay such Subcontractor for all work done by such Subcontractor to date and subsequent to the date that the District elects to invoke such rights. The District's liability in this regard, however, is not to exceed the amount obtained by subtracting from the subcontract price the total of all sums paid by the Contractor to the Subcontractor prior to the District invoking its rights hereunder with respect to direct performance by the Subcontractor for the District. In the event that the District elects to invoke such rights, the District shall give written notice of such election to the Contractor

and such Subcontractor. Any amount paid by the District to a Subcontractor shall be either (a) deducted from the amount due to the Contractor under this Contract or (b) if the District has already paid the Contractor, reimbursed by the Contractor to the District within seven (7) days following the District's written demand.

Nothing in this Section 10 shall serve to limit or waive any liability of the Contractor set forth in this Contract.

11. PERMITS AND REGULATIONS. The District shall obtain and pay for permits, licenses and easements required for construction of permanent structures or for changes in existing permanent facilities unless otherwise specified in the Contract Documents. Permits, licenses and fees of a temporary nature, such as street cuts, paving cuts, sidewalk repair, plumbing, sewer connections, storm water discharge or other such requirements necessary for performance of the Work shall be obtained and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of the Work. If the Contractor has knowledge that any item in the Contract Documents contradicts any law, ordinance, rule, or regulation, the Contractor shall promptly notify the District, and necessary changes shall be made as provided in the Contract for change in the work. If the Contractor performs any work knowing that it is contrary to such laws, ordinances, rules and regulations, and without notice to the District, Contractor shall bear the costs relating to such work.

12. UNMANNED AIRCRAFT SYSTEM (UAS). Any use of an Unmanned Aircraft System, or drone, for any reason at the District's property must be authorized in writing by the District. The Contractor is responsible for all authorizations, permits, or waivers from the Federal Aviation Administration or any other regulatory body as required. Before granting access, District security requires submittal of field of view, area of operation, and all approved permits for review. The District reserves the right to complete access to all raw footage or information obtained over District property. The Contractor shall seek and acquire approval from District security prior to the release of footage or information obtained. The District reserves the right to deny the release of any footage or information obtained and upon request from District security the Contractor shall immediately delete all footage or information obtained.

13. SCHEDULE AND SEQUENCE OF THE WORK. If requested by the District, the Contractor shall submit to the District a schedule that shows the proposed sequence of the Work with dates at which time the Contractor will start the several parts of the Work and estimated dates of completion of the several parts.

14. REFERENCE TO STANDARD SPECIFICATIONS. A reference to any standards or standard specifications of the District in the Contract Documents shall refer to the then current edition of the standards or standard specifications in effect on the date of publication of the Notice to Bidders, unless expressly stated otherwise in the Contract Documents.

15. DRAWINGS AND INSTRUCTIONS. The District shall furnish the Contractor with as many copies of drawings and specifications as are reasonably necessary to perform the Work. Upon Contractor's request, the District shall furnish any additional instructions necessary for the proper performance of the Work. These instructions shall not include preparation of shop drawings that shall be the sole responsibility of the Contractor. All such drawings and instructions shall be consistent with true developments of, and reasonably inferable from the Contract Documents. The Contract Documents shall remain the property of the District. The Contractor shall not use the Contract Documents for other work. The Contractor shall keep available to the District at the Work site one copy of all drawings and specifications relating to the Work.

16. SHOP DRAWINGS AND SUBMITTALS. The Contractor shall verify all field measurements and provide all submittals required and shall submit promptly, so as to cause no delay in the Work or the work of any other contractor, four copies, checked and approved by the Contractor, of all shop and setting drawings, submittals and schedules required by the Contract Documents or for the work of the various trades. The District shall review them with reasonable promptness and make desired corrections and comments. The Contractor shall make any corrections required by the District and shall furnish the District

with four corrected copies. If the District requires revised drawings, submittals or schedules the District's approval of the revised drawings, submittals or schedules shall not relieve the Contractor from responsibility for deviation from drawings, submittals or schedules unless the Contractor has called the District's attention to the deviations in writing at the time of submission; nor shall it relieve the Contractor from responsibility for errors of any sort in drawings, submittals or schedules.

17. MATERIALS AND EQUIPMENT. Materials and equipment furnished by the Contractor shall be new and shall meet the requirements of the Contract Documents regarding quality, performance, suitability and appearance. Materials and equipment furnished by the Contractor shall comply with all applicable provisions, standards and regulations under the *Occupational Safety and Health Act of 1970* and the Nebraska Department of Labor *Workplace Safety Consultation Program*.

Materials or work described in words that have a well-known technical or trade meaning shall refer to such recognized meaning. Materials or equipment specified by name of one or more manufacturers shall be supplied without substitution. Where specified "or equal" to the product of any particular manufacturer, the Contractor shall provide the District with all necessary information for a comparison between the item specified and the proposed substitute item. Approval of the material or equipment proposed by the Contractor shall be obtained by submitting the information to the Engineer in time to prevent any delay of the Work. Any proposed substitution of materials may be judged based on quality, performance, appearance and on the controlling space limitations. The reputation of the manufacturer and the availability of repair or replacement parts may also be considered. The Contractor shall pay the costs of all changes of any type, due to substitutions for materials specified.

The District shall be the sole and final judge regarding the suitability of substitute items. The District shall return approved or corrected copies of information on the proposed substitute items within a reasonable time. The District's acceptance of a proposal for equal material shall not relieve the Contractor from responsibility for deviation from Contract Documents' requirements unless the Contractor has given the District written notice of such deviation at the time of submission.

The Contractor shall be responsible for mistakes in supplying materials and shall replace all mistaken materials with the specified or approved equal materials. All material shall be subject to on-site inspection.

18. STORAGE OF MATERIALS. The Contractor shall be responsible for the care and storage of materials delivered to the Work site or purchased for use thereon. If any material delivered to the Work site becomes damaged or otherwise unsuitable for use before actual incorporation in the Work, the District may reject such material even if it was previously accepted. Stored materials shall be located so as to facilitate inspection.

19. ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall hold the District harmless from loss on account thereof.

20. MATERIAL AND EQUIPMENT INSTALLATION. The Contractor shall install all materials and shall be responsible for malfunction or damages caused by their improper installation.

21. INSPECTIONS. All materials used and all Work performed shall be subject to inspection, testing and approval of the District.

The Contractor shall furnish samples of any material required by the District to be tested and shall furnish any information required concerning the nature or source of the material that the Contractor proposes to use. Detailed requirements concerning laboratory testing are included in the Specifications.

The District may name Inspectors whose duties shall be to determine that the Work is completed in accordance with the Contract Documents; provided, however, that Inspectors are not responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs or for defective work or materials, or the Contractor's failure to perform the Work in accordance with the Contract

Documents. Notwithstanding the foregoing, no inspections, tests, approval or any waiver of the same shall relieve the Contractor of responsibility to furnish equipment and materials that meet the guaranteed performance requirements of the Contract Documents. Inspectors shall have the authority, subject to the final decision of the District, to condemn and reject defective work or material and to suspend the Work when it is not being properly performed or, recommend no payment for improper work or recommend termination of the Contract; provided however, that notwithstanding the foregoing, the District and the Inspectors shall have no responsibility for the means, methods, techniques or safety measures which shall remain the sole responsibility of the Contractor.

The Contractor shall not backfill footings, foundations, fittings, valves, backing blocks or other appurtenances until they have been inspected by an Inspector after installation. If the Contractor backfills such items without having been inspected by an Inspector, the District may require the Contractor to expose them for proper inspection without reimbursement.

The Contractor shall promptly remove from the Work site all condemned work and replaced that work with satisfactory work at its sole cost and expense. If the Contractor does not to comply with this provision, the District may withhold payment or terminate the Contract.

The District may order re-examination of questioned work and the Contractor shall uncover the work. If the work is found to be in accord with the Contract Documents, the District shall pay the costs of reexamination and replacement. If the work is found not to be in accord with the Contract Documents, the Contractor shall pay those costs, unless the Contractor proves that the defect in the Work was caused by a third party (other than a Contractor Party) . In that event, the District shall pay the costs. The District may reject any defective material or workmanship at any time before the final acceptance of the Work, even if it was previously overlooked and estimated for payment.

22. TESTS. The results of all tests required during the manufacture of materials to determine compliance with the Specifications shall be furnished to the District. During the course of the Work, the Contractor may perform tests to determine that the Work complies with the Specifications. The Contractor shall furnish the District with copies of all test results.

Tests shall be performed as required under the Contract Documents and whenever deemed necessary by the District. Except as otherwise provided in the Contract Documents, all costs of any testing requested by the District shall be paid by the District. If these tests indicate materials or work do not meet the requirements of the Contract Documents, all re-testing shall be at the Contractor's expense. These tests shall not relieve the Contractor from responsibility to comply with the requirements of the Contract Documents.

23. SUPERVISION. The Contractor shall assign to the Work site, during the Work's progress, a competent superintendent satisfactory to the District. The superintendent shall represent the Contractor and directions and notices given to the superintendent shall be binding upon the Contractor.

24. PROTECTION OF THE WORK AND PROPERTY. The Contractor shall continuously protect the Work from damage or loss and shall protect the District's property from damage or loss arising in connection with this Contract. The Contractor shall be solely responsible and pay for correction or replacement of any such damage or loss. The Contractor shall adequately protect adjacent property. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide for signs, barricades and separation of the Work from traffic as required in the permit from the controlling agency to the District and the *Manual on Uniform Traffic Control Devices* published by the Federal Highway Administration.

25. THE DISTRICT'S RIGHT TO DO WORK. If the Contractor fails to perform any part of the Work in accordance with any provision of the Contract Documents, the District, after three (3) days written notice to the Contractor, may correct such deficiencies and may deduct the cost thereof from the payment due to the Contractor without prejudice to any other remedy the District may have.

In cases where further damage may occur or parts of the District's water or gas system involving service to customers may be threatened, and the Contractor cannot or will not proceed immediately, the District may take immediate appropriate action. The District shall notify the Contractor of the action taken. The work performed by the District shall be charged to the Contractor at the District's then current time and materials basis by deducting it from payment due or by billing the Contractor for the work.

26. USE OF COMPLETED PORTIONS OF THE WORK. The District may take possession of and use completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired. Possession of and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such use increases the cost of or delays the Work, the District may pay the Contractor extra compensation, may grant an extension of time or both as the District may reasonably determine.

27. RIGHT OF ACCESS TO THE WORK SITE. The District may use portions of the Work site for whatever purpose it deems necessary, whether in conjunction with the Work or whether completely unrelated to the Work.

28. RIGHT TO TERMINATE THE CONTRACT. If the Contractor: (a) defaults, fails or neglects to carry out the Work in accordance with the Contract Documents; (b) fails to make proper and timely payment for materials or labor; (c) fails to replace rejected material promptly or correct rejected workmanship as herein provided; or (d) fails to observe any other terms, provisions, conditions, covenants and agreements in this Contract to be observed and performed on the part of Contractor; the District may serve written notice of its intent to terminate this Contract, in whole or in part. Such notice shall set forth the nature of the breach. If the Contractor fails, within seventy-two (72) hours after receipt of such notice, to either cure or to make arrangements satisfactory to the District to cure the breach, the District may terminate this Contract.

Notwithstanding the foregoing, the District may terminate the Contract immediately upon written notice if: (a) the Contractor persistently or repeatedly defaults, fails or neglects to carry out the Work in accordance with the Contract Documents; (b) the Contractor becomes insolvent or bankrupt, makes a general assignment for the benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, insolvency, or similar law, or has proceedings under any such laws or proceedings seeking appointment of a receiver, trustee or liquidator instituted against; or (c) the Contractor actually or constructively abandons, or puts the District on actual or constructive notice that it intends to abandon, the Work.

It is recognized that: (i) if an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code; (ii) if any other similar order is entered under any other debtor relief laws; (iii) if the Contractor makes a general assignment for the benefit of Contractor's creditors; (iv) if a receiver is appointed for the benefit of the Contractor's creditors; or (v) if a receiver is appointed on account of the Contractor's insolvency, any such event could impair or frustrate the Contractor's performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, the District shall be entitled to request of the Contractor or its successor in interest adequate assurance of future performance of the Contract. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the District to terminate the Contract and to the accompanying rights set forth in this Contract. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, the District shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be borne by Contractor or deducted against the Contract Price.

Upon the Contractor's receipt of any notice to terminate this Contract, except to the extent requested by the District, the Contractor shall take immediate action to (1) protect and handover the Work to the District and its agents and (2) cease the performance of such cancelled or terminated Work and use its best efforts to mitigate any and all costs and expenses related to the supply of materials for and performance of such cancelled or terminated Work.

The District's termination rights shall be without prejudice to the rights or claims it may have hereunder against the Contractor with respect to its performance, nonperformance or breach of obligations hereunder.

29. RIGHT TO TAKE OVER WORK. If the District terminates this Contract, then the District may take possession of the Work, the site and all materials, tools and appliances thereon and finish the Work by whatever methods it may deem expedient. Upon the taking over of the Work by the District, no further payment will be made to the Contractor until the Work is completed, and any monies due or that may become due to the Contractor under this Contract shall be withheld and may be applied by the District to payments for labor, material, supplies and equipment used in its prosecution of the Work, for the payment of rental charges on equipment used therein and to the payment of any damages and excess cost incurred by the District to complete the Work. If the unpaid balance of the Contract amount shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, the excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District. The Contractor and its surety shall be liable to the District for the excess of the costs and expenses incurred by the District in taking over and completing the Work over the Contract amount.

Without limiting any other rights or remedies of the District, if the District exercises its right to take over the Work pursuant to this Section, then the District may provide any and all Work product produced by the Contractor during the prosecution of this Contract to third parties involved in the District's completion of the Work. Neither by taking over of the Work nor by its completion in accordance with the terms of this Section shall the District forfeit any of its rights against the Contractor or its surety for the Contractor's breach of this Contract.

Where applicable, the Contractor shall provide the District and its agents reasonable access to the Contractor's facilities in order for the District to take custody of any uncompleted Work. The Contractor agrees to provide all reasonable assistance to the District and its agents, at no additional cost, in preparing any uncompleted Work for transport. In the event the District exercises its right to take over the Work, legal and equitable title to the Work shall pass to the District immediately upon the Contractor's receipt of written notice from the District that it is exercising its rights under this Section. Risk of loss for the Work shall be the Contractor's until the Contractor has delivered the Work into the custody of the District or, where applicable, its designated agent. In addition, the Contractor agrees to obtain the assignment of each subcontract as requested by the District.

30. REMOVAL OF EQUIPMENT. If the District terminates this Contract, upon written notice, the Contractor shall promptly remove all of the Contractor's equipment and supplies. If necessary, the District may remove and store such equipment and supplies at the Contractor's expense.

31. OTHER CONTRACTS. The District may award other contracts in connection with this Work. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with other contractors.

If any part of the Work depends for proper execution upon the work of others, the Contractor shall inspect and promptly report to the District any defects in such work that render it unsuitable for the proper execution of Contractor's Work. Failure to inspect and report shall constitute an acceptance of the other's work as proper for the reception of Contractor's Work, except as to defects which may develop in the work of others after the execution of Contractor's Work.

To ensure the proper execution of later work, the Contractor shall measure work already in place and shall report immediately to the District any discrepancies between the executed work and the drawings.

32. LAYING OUT THE WORK. The Contractor shall lay out and stake the Work and shall be responsible for all lines, elevations and measurements connected with the Work. Immediately upon entering the Work site to begin the Work, the Contractor shall locate all general reference points and take necessary action

to prevent their destruction. The Contractor shall verify figures shown on drawings before laying out the Work and shall be responsible for any error resulting from the failure to do so.

The data provided in all Contract Documents are as accurate as could be reasonably secured. Their accuracy is not guaranteed, and the Contractor shall obtain exact locations, measurements and levels at the Work site and shall adapt the Work to the actual conditions. If, during the Work, the Contractor finds any discrepancy between the Contract Documents and the physical conditions of the Work site, or any errors or omissions in drawings or in the layout as given by survey points and instructions, the Contractor shall give immediate written notice to the District and the District shall promptly verify. Unless approved by the District, any Work performed after such discovery shall be performed at the Contractor's risk, cost and expense.

33. ACCESS AND DRAINAGE. The Contractor shall provide adequate access roads to and throughout the Work site, shall keep all natural drainage and water courses unobstructed or provide other equal courses effectively placed, shall maintain the access and drainage facilities so as to afford vehicular access to the major Work areas and prevent accumulations of surface water. The District shall not provide or improve any access road into the Work site. The District assumes no responsibility for the condition or maintenance of any street or structure that the Contractor may use while performing the Work or in traveling to and from the Work site.

34. UTILITIES. The Contractor shall locate all telephone, water, gas, electric, sewer, TV cables, fiber-optic cables, traffic light cables and other utilities relating to performance of the Work and shall take every precautionary measure to protect those utilities and appurtenances both above and below the ground surface. The Contractor shall comply with the *Nebraska One-Call Notification System Act*, Neb. Rev. Stat. Sections 76-2301 through 76-2330, as amended. The Contractor shall provide all utilities necessary for Contractor's use.

35. ADDITIONAL, OMITTED OR CHANGED WORK. The District may order additional work to be performed in connection with the Contract or may alter or deduct from the Work and the Contract amount shall be adjusted accordingly. The Contractor shall perform additional work under the terms of the original Contract Documents. The District may, by oral instructions, make minor changes to the Work that are not inconsistent with the purposes of the Work. Otherwise, except in an emergency endangering life or property, extra work or changes shall be performed after written order of the District, which order shall state the location, character, amount of the work and the method of compensation. No claim for extra work shall be valid unless so ordered. The adjustment to the Contract amount for such work or change shall be determined in one or more of the following ways:

- a. By a lump sum price agreed to in writing prior to the start of the additional or changed work.
- b. By unit prices stated in the Proposal or as agreed to in writing prior to the start of the additional or changed work.

The cost of changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Within fifteen (15) days after the agreement between the Contractor and the District for a change in work, the Contractor shall submit an itemized statement of the additional or deleted work and the Contract cost change for each addition and each deletion. Upon approval of the statement, the District, shall write a Change Order that shall be submitted in triplicate to the Contractor for its approval. After approval of the Contractor and the Engineer, the Change Order shall be submitted to the District for final approval. If the District officially approves the Change Order, an approved copy shall be sent to the Contractor, which will authorize the Contractor to either perform the work or delete the work described in the Change Order. The Contractor shall not act upon the change until the District approves the Change Order.

36. CLEANING AND RESTORATION OF THE WORK SITE. The Contractor shall remove all temporary structures, refuse and waste materials resulting from Contractor's Work. On completion of the Work and

prior to final payment, the Contractor shall remove all temporary structures, refuse and waste materials resulting from Contractor's Work and shall restore the Work site to its original condition.

If the Contractor has destroyed sod, the Contractor shall replace it with sod of the same type and variety as that destroyed that shall meet the quality requirements contained in the City of Omaha's *Standard Specifications for Public Works Construction*. Damaged shrubs and trees shall be treated by a qualified nursery person or, if extensively damaged, shall be replaced.

All costs of such removal and restoration shall be deemed to have been included in the Contract amount and shall be performed at the sole cost and expense of the Contractor.

37. HAZARDOUS MATERIALS. The Contractor shall not introduce or allow to be introduced on the Work site or in the Work any hazardous materials or substances in violation of any applicable environmental laws, rules and regulations. The Contractor shall provide prompt notice to the District of any suspected hazardous materials or substances which it finds during performance of Work, or of any spillage, release or contamination that occurs at the Work Site or in the performance of the Work. If the Contractor encounters material on the Work site reasonably believed to be a hazardous material or substance, the Contractor may test the suspected material at the Contractor's expense using the appropriate EPA technology. If the material is determined to be hazardous, the Contractor shall immediately stop work in the affected area, safely secure the Work site, and immediately notify the Engineer. The Contractor shall continue work in other areas of the Work unless otherwise directed.

The Contractor shall treat abnormal conditions with extreme caution. The Contractor shall meet the requirements and regulations of all applicable local, state and federal agencies when handling, transporting and disposing of hazardous material or substances.

Unless specifically addressed in the Contract Documents, handling, processing, and disposing of hazardous material and substances is outside of the scope of the Work. Additional Work associated with handling, processing, and disposing of hazardous material and substances shall constitute additional Work under this Contract.

The District shall not consider the Contractor the "Generator, Owner, or Responsible Party" for hazardous waste or hazardous material discovered in the normal performance of Work, nor during the performance of any additional Work unless such material has been brought to the Work site by the Contractor.

The Contractor shall maintain sole responsibility for workers' health and safety including, but not limited to, interpreting, monitoring or sampling results provided by the District or any other governmental agency or performing the Contractor's own monitoring or sampling to ensure work health and safety.

38. FORCE MAJEURE; DELAYS AND EXTENSION OF TIME. The Contractor shall complete the Work within the time specified. The Contract time shall not be changed except by a Change Order or by a written amendment. If the Contractor is delayed in the completion of the Work due to Force Majeure then any delay and the causes thereof shall be evidenced by written request for an extension of time from the Contractor to the District within seventy-two (72) hours after the delay commences; otherwise, the Contractor shall be deemed to have waived all claims for the extension of time. The District's action on a request for extension of time shall be final. In making that determination, no extension of time will be allowed for delays encountered on one (1) or more phases of the Work that could have been overcome by reasonable readjustments of the Work schedule for other phases of the Work. No later than seven (7) days following any extension of time, the Contractor shall submit a revised Work schedule to the District. The Contractor shall take all reasonable steps to avoid any delay. The Contractor shall not be entitled to any additional compensation or payment for extra costs or damages incurred by the Contractor due to hindrances or delays to its performance of this Contract resulting from a Force Majeure event.

39. PAYMENT WITHHELD. The District may withhold payment or, based on subsequently discovered information, nullify the whole or part of any estimate of payment to the extent necessary to protect itself from loss from:

- a. Defective workmanship or materials not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments to Subcontractors or for material or labor.
- d. Any other failure to comply with the Contract Documents.

When the above grounds are resolved to the District's satisfaction, the District shall make the payments withheld.

40. CORRECTION OF WORK BEFORE FINAL PAYMENT. The Contractor shall promptly remove from the Work site all work and materials condemned by the District as failing to meet the requirements of the Contract Documents, whether incorporated into the Work or not. The Contractor shall at its own cost and expense promptly replace and re-execute the Work and shall pay the expense of replacing or repairing the work of other contractors or Subcontractors destroyed or damaged by such removal, replacement or re-execution.

If the Contractor does not remove condemned work and materials within ten (10) days after written notice, the District may remove them and may store the materials at the Contractor's expense. If the Contractor does not pay the expense of such removal and storage within thirty (30) days thereafter, the District may, upon ten (10) days written notice, sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds after deduction of all unpaid expenses that the Contractor is responsible for hereunder.

41. AFFIDAVIT THAT ALL BILLS PAID. Upon completion of the Work, prior to final payment, the Contractor shall file an affidavit with the District, swearing that all workers employed on this project and the suppliers of all supplies and materials used, have been paid in full. The affidavit shall also state that payment of all charges for all damages caused and utilities consumed by the Contractor in connection with the performance of the Work have been paid.

42. UNEMPLOYMENT COMPENSATION AND FINAL PAYMENT. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interests due under the provisions of Neb. Rev. Stat. Sections 48-601 to 48-671, Revised Statutes of Nebraska, on wages paid to individuals employed in the performance of the Contract.

Before payment on the final three percent (3%) of the Contract amount shall be made by the District, the Contractor shall submit to the District a written clearance from the Commissioner of Labor certifying that all payments then due for contributions or interest relating to the Contract have been made by the Contractor or Subcontractors to the Unemployment Compensation Fund.

43. FINAL STATEMENT. Upon completion of the Work, prior to final payment, the Contractor shall submit a final statement to the District showing the total Contract amount and all previous payments made.

44. PAYMENTS. Payments shall be made by the District according to the following:

A. Partial Payment While Work Is In Progress. On or about the end of each month, the District shall make an estimate of the total Work completed. Work completed shall mean Work completed in place. Materials delivered to and properly stored on the job site and not installed shall only be considered for payment if installation is significantly delayed due to circumstances beyond the Contractor's control and only at the discretion of the Engineer. The District shall forward to the Contractor a breakdown of the estimate. The Contractor shall prepare, sign and notarize A.I.A. forms G702 and G703 (or equivalent) or shall sign and notarize the District's "Certificate Covering Estimate on Contract Work" and shall return it to the District.

After each estimate has been approved by the District, the District will pay to the Contractor, within thirty (30) days, the required percentage of the amount of such estimated sum less the sum of all previous payments (per the conditions of the Nebraska Construction Prompt Pay Act, effective July 17, 2014). If the District shall at any time fail to make the estimate or payment within the time stated above, such failure shall not be held to violate or void the Contract.

The District shall pay the amount due on the payment application less retainage of ten percent (10%). Retainage will be reduced to five percent at fifty percent (50%) of completion of the Work. All retainage will be released upon completion of the Work and paid with the final payment.

B. Final Payment. As soon as all work has been completed and any tests have been accepted, the District shall make a final estimate and forward it to the Contractor with the necessary forms for processing as described previously. Final payment shall be made as follows:

The amount found due shall be payable within forty-five (45) days after substantial completion of the Contract and final acceptance of the Work. Substantial completion shall be defined as completing all Work and restoration as defined by the specifications, including any additional work that is agreed to and approved by the Contractor and the District, compliance with the provisions of Sections 40, 41, and 42, and approval of the Board of Directors.

Acceptance of any portion of the Work or payment therefore by the District shall not constitute a waiver of any claims that the District may have against Contractor with respect thereto. Acceptance by the Contractor of final payment shall constitute a release of the District and all of its directors, officers, employees, representatives, agents or separate contractors, from all claims and liability for anything done or furnished in connection with the Work, or for any act or neglect of the District or of any entity or person for whom the District may have responsibility relating to or affecting the Work.

45. WARRANTIES. The Contractor warrants for a period of one (1) year or such longer time period as may be required by law or by the terms of any special warranty required by the Contract Documents that (a) all Work performed and materials and goods provided under the Contract Documents shall be free from defects in material and workmanship, (b) the Work shall conform with the requirements and specifications of the Contract Documents, and (c) that all equipment, materials and supplies furnished under the Contract Documents are fit for the specific purpose intended and shall perform in accordance with the requirements and specifications of the Contract Documents.

The Contractor warrants all backfill against settlement for a period of three (3) years. This includes replacement of settlement and correction of any damage caused by settlement including, but not limited to, paving, sewers and culverts.

Work that is found to be in breach of the warranties above shall be promptly corrected, repaired or replaced by the Contractor at its own cost and expense after receipt of notice from the District, to do so; provided that, when immediate repair of the defective or non-conforming portion of the Work is required to prevent impending or further damage or danger to life or property, the District may make the repairs or replacements and the Contractor shall pay the cost of the repairs or replacement on the District's then current time-and-materials basis. In the event that the Contractor is unable or unwilling to perform such repair or replacement promptly, the District shall have the right to perform or have performed such repair or replacement at Contractor's sole cost and expense and Contractor shall repay any amounts expended by the District within seven (7) days of its demand. The warranty on such repairs, replacements or corrections shall be on the same terms as set forth above, and shall extend from the date of their completion and acceptance by the District.

Contractor warrants that (a) at all times during the performance of the Work it shall employ enough skilled workmen and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the Work schedule, (b) the Work shall be of professional quality, provided by an adequate number of qualified individuals with suitable training, education, experience and skill in performing

the Work, and (c) the Work shall conform to the highest applicable industry standards used by members of its profession practicing under similar conditions in the same locality.

Contractor warrants that (a) at all times during the performance of the Work it shall employ enough skilled workmen and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the Work schedule, (b) the Work shall be of professional quality, provided by an adequate number of qualified individuals with suitable training, education, experience and skill in performing the Work, and (c) shall conform to the highest applicable industry standards used by members of its profession practicing under similar conditions in the same locality.

The warranties set forth herein shall be in addition to any warranties provided by the Contractor or the manufacturer of any materials or goods provided. The Contractor shall secure from the applicable third-party vendor(s) and assign to the District, at no additional cost, any and all warranties available from such third-party vendor(s) with respect to any and all materials provided by the Contractor hereunder. Such assignment shall not, however, relieve the Contractor of any of its warranty obligations contained herein. In the event such third-party vendor warranties are not assignable to the District, the Contractor shall enforce, as necessary, such warranties on behalf of the District. To the extent, if any, that the Contractor is acting as a reseller of materials, the Contractor shall "pass-through" any and all warranties and indemnities received from the original equipment manufacturer or licensor (hereinafter referred to as "OEM") of the materials and, to the extent, granted by OEM, the District shall be the beneficiary of such OEM warranties and indemnities.

46. THE WARRANTY PERIODS. The date of the approval of final payment by the District's Board of Directors shall be the starting date of the various warranty periods.

47. INSURANCE. So long as any of the Work remains to be completed, Contractor at its own cost and expense shall carry and maintain in full force and effect insurance coverage in accordance with Exhibit B attached to the Contract. Contractor shall also cause each Subcontractor, at each subcontractor's sole cost and expense, to carry and maintain in full force and effect, prior to commencing any portion of the Work, insurance coverage in accordance with Exhibit B. Upon request of the District, the Contractor shall provide the District with copies of certificates of insurance evidencing the required insurance for the Contractor and each Subcontractor.

The required insurance will cover the Contractor, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any Work under the Contract.

The Contractor for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under this Contract, hereby waives and releases the insureds from liability for death, injury, damage or loss of property, which injury, loss or damage is covered by such insurance, to the extent such damages are covered by the Contractor's policies of insurance or are required to be covered by the required insurance. This provision is intended to waive fully for the benefit of the District and the other insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by the Contractor. The Contractor will obtain a waiver of any subrogation right that its insurers may acquire against the insureds by virtue of payment of any such loss covered by such insurance.

The project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will read "All Work Performed For Insureds."

Concurrently with or prior to the execution of the Contract, the Contractor will deliver to the District certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. Upon the request of the District, the Contractor will provide the District with certified copies of all policies as well as any subsequent policies and endorsements that the Contractor is required to procure and maintain. THE CONTRACTOR WILL NOT COMMENCE OR BE PAID FOR ANY WORK

(INCLUDING FINAL PAYMENTS) UNLESS AND UNTIL INSURANCE DOCUMENTATION PROPERLY COMPLETED AND EXECUTED HAS BEEN DELIVERED TO AND APPROVED BY THE DISTRICT.

If the Contractor fails to procure, maintain or pay for the required insurance, the District at its sole discretion may procure the same or similar insurance coverage, in which event the Contractor will pay the cost thereof and will furnish upon demand, all information that may be required. The District will have the right to deduct or offset such costs in accordance with the terms of this Contract. The failure of the District to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in the Contractor's coverage based upon the evidence of insurance provided by the Contractor will not be construed as a waiver by the District of the Contractor's obligation to procure, maintain and pay for the required insurance. Notwithstanding any provision to the contrary contained herein, any waiver of the required insurance, including, without limitation, the amount or extent of coverage, may only be obtained by the prior written consent of the District.

The insurance requirements set forth in this Contract will in no way limit the Contractor's liability arising out of the Work or related activities (including liability under the indemnification provisions set forth in this Contract or under any other provisions of the Contract Documents or at law). The inclusions, coverage and limits set forth in this Contract are minimum inclusions, coverage and limits. The required minimum policy limits set forth in Exhibit B will not be construed as a limitation of the District's rights under any policy with higher limits, and no policy maintained by the Contractor will be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality or quantity of insurance coverage that the Contractor should maintain. The Contractor will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth herein.

The failure of the Contractor to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach of this Contract. The Contractor shall give the District thirty (30) days written notice by certified mail prior to the cancellation of or the reduction of any insurance coverage.

The required insurance set forth herein is independent from all other obligations of Contractor under this Contract, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of this Contract and regardless of the enforceability of any other provision in this Contract.

48. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Nebraska without reference to, or application of, its conflict of laws principles. The Contractor hereby consents and submits to the exclusive jurisdiction of the District Court of Douglas County, Nebraska and the United States District Court for the State of Nebraska (or, if such courts do not have subject matter jurisdiction over such dispute, in any other state or federal court located in the State of Nebraska), and Contractor hereby waives any objection based on venue or forum non conveniens with respect to any legal action or proceeding instituted in connection with or related to this Agreement. Contractor further waives any right to a trial by jury.

49. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable laws, rules and regulations of federal, state, and local governments and agencies thereof, including, but not limited to, the following which are hereby incorporated by reference, unless this Contract is exempt pursuant thereto:

- (a) Section 48-1122 of the Nebraska Fair Employment Practice Act (as amended), Executive Order 11246 (as amended), 41 CFR 60-1.4 (Equal Opportunity Clause), 41 CFR 60-1.7 (Filing

Annual EEO-1 Report and Development of Affirmative Action Program) and 41 CFR 60-1.8 (Certification that Employee Facilities are not Segregated);

(b) Vietnam Era Veteran's Readjustment Assistance Act of 1974 (as amended) and 41 CFR 60-250 (Employment of Veterans and Filing of Vets-100 Report);

(c) Rehabilitation Act of 1973 (as amended) and 41 CFR 60-741 (Employment of Qualified Individuals with Disabilities);

(d) Nebraska Political Accountability and Disclosure Act, Section 49-14,102. In accordance with Section 49-14,102 of the Nebraska Political Accountability and Disclosure Act ("Act"), no District employee, or a member of an employee's immediate family (spouse or child residing in the same household), or business with which an employee is associated shall enter into a contract with the District valued at two-thousand dollars (\$2,000) or more, in any one (1) year, unless the contract is awarded through an open and public process that includes prior public notice and subsequent availability for public inspection during the regular office hours of the District of the proposals considered and the contract awarded. No contract may be divided for the purpose of evading these requirements. It is the sole responsibility of the Contractor to notify the District of any circumstances that would affect compliance with the Act or any changes in circumstances during the performance of this Contract that would affect compliance with the Act;

(e) All federal, state, and local laws, ordinances and regulations pertaining to hazardous substances, solid and hazardous waste, and other regulated substances, including but not limited to Regulation 40CFR, Part 260, for proper handling of its hazardous and toxic waste materials and DOT Regulation 49CFR, Sections 171 through 181 for the transporting of its hazardous waste materials, brought onto and delivered from the Work Site, including any and all applicable amendments, and the standards and regulations issued thereunder, and interpretations thereof that are in effect at the time of delivery; and

(f) the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) as amended, replaced or superseded and any other legislation enacted for the safety and health of Contractor's employees and Subcontractors.

In addition and with limiting the foregoing, neither the Contractor nor any Subcontractor shall discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of their race, color, religion, creed, sex, marital status, age, national origin, veteran status, disability, or any other factor prohibited by law. The Contractor and all Subcontractors shall prohibit and shall take prompt and effective action to correct any discriminatory words, conduct or harassment in the workplace affecting any person based on race, color, religion, creed, sex, marital status, age, national origin, veteran status or disability (hereinafter, "discriminatory action"). The District reserves the right to require the Contractor or any Subcontractor to remove any employee or agent of the Contractor or Subcontractor who engages in a discriminatory action.

50. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor is an independent contractor and has the full right and authority to select the means, methods and manner of performing the Work, being responsible to the District for all materials delivered and for the results herein contracted for, and upon completion of the Contract, the Work shall be delivered complete and undamaged in accordance with the Drawings and Specifications. The Contractor shall have no right or power to bind, commit or act for the District. Nothing in this Contract shall be construed or deemed to create any joint venture, partnership, agency, employer-employee, or other relationship between the parties. This Contract shall not be deemed an employment agreement. The Contractor, its personnel and Subcontractors will not be entitled to any employee benefits or other compensation from the District as a result of their engagement hereunder. The Contractor shall timely pay in full all self-employment, workers' compensation, income and other taxes resulting from the Contractor's engagement hereunder.

51. FEDERAL IMMIGRATION VERIFICATION SYSTEM. The Contractor shall use the Federal Immigration Verification System (E-Verify) to determine the work eligibility status of the Contractor's employees physically performing services under this Contract within the State of Nebraska. In all subcontracts that Contractor enters into related to this Contract, the Contractor shall include the requirement that a Subcontractor use the Federal Immigration Verification System (E-verify) to determine the work eligibility status of the Subcontractor's employees physically performing services under this contract within the State of Nebraska. Information regarding E-Verify is available at <http://www.uscis.gov/portal/site/uscis>.

52. BACKGROUND CHECKS AND DRUG TESTING

- A. The Contractor shall use One Source, the Background Check Company (One Source) for background checks and drug testing. The contractor shall utilize One Source Level 2+ for all employees performing work on behalf of the District.
- B. All costs associated with the services provided by One Source shall be paid for by the Contractor. The estimated cost per employee for the Level 2+ is \$118, which includes both a background check and drug test. The Contractor shall also pay a one-time fee for a business and record keeping verification inspection required by the Fair Credit Reporting Act and performed by One Source. The Contractor will not be required to submit to this inspection or pay this fee for any subsequent contracts with the District. This fee is estimated to be \$100. The District shall not be liable for any difference between these estimates and Contractor's actual costs.
- C. Background and Drug tests shall be performed, and written documentation shall be provided to the District for all Contractors' employees and Subcontractors' employees prior to beginning work on District property. This does not include suppliers delivering equipment or materials to the project.
- D. ***Contractor shall contact One Source a minimum of two (2) weeks in advance of the anticipated project start date to allow for adequate processing time of background and drug testing information.*** The Contractor shall not be compensated for any delays due to the Contractor not contacting One Source a minimum of two (2) weeks in advance of the anticipated start date.
- E. ***Contractor shall be responsible for verifying the beginning and end of the required 48-hour testing period with OneSource.***
- F. Contractor shall supply a complete listing of employees passing the background check and drug testing process to the Engineer prior to the District issuing the notice to proceed for the project.
- G. Each employee required to access a District facility unescorted shall be required to pass a background check and a drug test every year.
- H. The requirements for this project are as follows (per checked box):

☐ Not Required

☒ Level 2+: TotalCheck Plus Screening Package – All name/location combinations search for misdemeanors within five years, felonies within seven years and a 10-panel drug test (annual screening and drug test)

53. RECORDS AND AUDIT. Contractor shall maintain, and cause its Subcontractors to maintain, for a period of five (5) years after the end of the year to which they relate accurate books and records relating to the Work (including the costs thereof) and the performance of their respective obligations under this

Contract. The District shall have the right and reasonable access to conduct an audit of such books and records upon no less than thirty (30) days prior written notice for the purposes of verifying invoice amounts and Contractor's and its Subcontractor's compliance with the terms and conditions of this Contract. Any such audit may be performed by the District or by a third-party auditor of its choice. In the event such audit reveals any overcharge or noncompliance, in addition to the District's other rights and remedies hereunder, Contractor shall reimburse the District for the reasonable costs incurred by it for the audit. If the District's audit discloses that Contractor's invoices were in error, Contractor will immediately pay to the District any amounts overpaid by the District. Notwithstanding the foregoing, the District shall not have the right to audit Contractor's fixed sum pricing or profit margins.

54. CUSTOMER INTERACTION. The District shall provide an informative training video to the Contractor upon execution of this contract. The video shall provide training in customer interaction and customer service. The Contractor shall watch the video and ensure that all employees that may interact with District customers watch the video in order to ensure the District's expectations for customer service are met or exceeded.

55. TOBACCO USE POLICY. While on District property or on a District job site, Contractor shall adhere to the District's tobacco use policy. That policy may change from time to time but generally requires that Contractor shall not use any form of tobacco, smokeless tobacco, electronic cigarettes or Electronic Nicotine Delivery Systems (ENDS) on any District property. This policy applies to all facilities and grounds owned, leased or operated by the District where the Contractor or any of their Subcontractors are performing work. On worksites for District-owned projects that are not on facilities and grounds owned, leased or operated by the District, the Contractor is encouraged to refrain from using the substances listed in this policy.

56. NON-SOLICITATION. Contractor agrees that during Contractor's performance of this Contract plus an additional three (3) months, neither Contractor nor any of its employees, agents, officers, and/or affiliates (each, a "**Restricted Person**") shall, directly or indirectly, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence, or encourage any person to terminate employment with the District (each, a "**Covered Employee**"), except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the District unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section, or (ii) if the District terminated the employment of such Covered Employee before the Restricted Person is solicited or otherwise contacted by such Covered Employee. Contractor agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to affect the restrictions originally contemplated by the Parties hereto.

57. CONTRACTOR REPORTING. Contractor shall promptly notify the District of any injury, illness, property damage, or accident that arises out of or relates to the performance of the Work. Contractor shall provide such notice to the District immediately, but in no event later than 24 hours after Contractor becomes aware of the incident. Contractor shall also provide the District with all relevant information regarding the nature of the injury, damage, and/or accident and the circumstances of the incident and shall cooperate with any investigation conducted by the District or its representatives

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PART C - GENERAL CONDITIONS

INSURANCE REQUIREMENTS

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

("Work") in accordance with the Contract Documents, which are made a part hereof ("Contract Documents").

<u>LIMITS OF LIABILITY</u>			
<u>Type Of Insurance</u>		<u>Each Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY <ul style="list-style-type: none">Commercial General Liability (Occurrence Form)	Bodily Injury and Property Damage Combined	\$1,000,000	\$2,000,000
AUTOMOBILE LIABILITY <ul style="list-style-type: none">Comprehensive FormAny AutosHired AutosNon-Owned Autos	Bodily Injury, Each Person	\$300,000	
	Bodily Injury, Each Accident	\$500,000	
	Property Damage	\$300,000	
	OR Bodily Injury and Property Damage, Combined	\$500,000	
EXCESS LIABILITY <ul style="list-style-type: none">Umbrella Form	Bodily Injury and Property Damage, Combined	\$2,000,000	\$2,000,000
WORKERS COMPENSATION AND EMPLOYEERS LIABILITY	Each Accident	\$500,000	
	Disease – Policy Limit	\$500,000	
	Disease – Each Employee	\$500,000	
OTHER <ul style="list-style-type: none">Additional insured endorsement naming the Metropolitan Utilities District of Omaha to all liability coverages.			

Thirty (30) days written notice by certified mail prior to cancellation of any coverage is required.

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PART D - SPECIFICATIONS

FURNISH GUARD SERVICES FOR THE FOLLOWING LOCATIONS: M.U.D. HEADQUARTERS, 7350 WORLD COMMUNICATIONS DR., OMAHA; OPERATING & CONSTRUCTION CENTER 1, 3100 SOUTH 61ST AVE., OMAHA; CONSTRUCTION CENTER 2 (CC2), 10402 POTTER ST., OMAHA, NE 68122; LIQUEFIED NATURAL GAS (LNG) PLANT, 5801 NORTH 120TH STREET, OMAHA; FLORENCE WATER TREATMENT PLANT, 9100 JOHN J. PERSHING DR., OMAHA; PLATTE SOUTH WATER TREATMENT PLANT, 4001 LAPLATTE ROAD, BELLEVUE; PLATTE WEST WATER TREATMENT PLANT, 21212 WEST Q ROAD, ELKHORN

1) SCOPE OF CONTRACT

This contract is for furnishing guard services, including all labor, supervision, equipment, materials, and related security support functions necessary to provide security services at District facilities, except for materials specifically furnished by the District. Work shall include the positions, locations, required coverage schedules, dedicated baseline staffing hours, and assigned full-time positions set forth below.

Total Dedicated Baseline Staffing Hours: 2,460 hours per week

Total Baseline Assigned Full-Time Equivalent (FTE) Positions: 61 FTE

For purposes of this contract, "Assigned FTE" means a baseline full-time position assigned to a post, location, or function for bidding and contract administration purposes. Assigned FTE does not necessarily mean the position is limited to forty (40) hours per week. Certain assigned FTE may be scheduled for more than forty (40) hours per week based on the required coverage schedule.

The assigned FTE figures listed below are not intended to limit the Contractor's obligation to provide sufficient staffing, supervision, Flex Officers, or other appropriate staffing resources necessary to maintain required coverage and uninterrupted service.

The dedicated baseline staffing hours identified below reflect the regular post staffing assignments on which the bid items are based. For posts requiring continuous or extended coverage, the listed dedicated baseline hours and assigned FTE may not independently account for every hour of required post coverage. The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

Flex Officers shall be used to supplement regular post coverage and support staffing continuity resulting from schedule design, call-offs, vacations, holidays, training, turnover, special assignments, and other operational needs.

1. DISTRICT-WIDE MANAGEMENT AND SUPPORT

Total Dedicated Baseline Staffing Hours: 520 hours per week

Baseline Assigned FTE: 13 FTE

1.1 Account Manager

The Contractor shall assign one salaried Account Manager dedicated exclusively to the District account. The Account Manager shall serve as the primary point of contact for the District and shall be responsible for overall contract performance, operational continuity, staffing oversight, training compliance, service quality, communication with District Security Management, and resolution of staffing or operational issues.

The Account Manager shall not be assigned duties, responsibilities, or operational support functions for any account, client, contract, or location outside of the District account without prior written approval from the District.

METROPOLITAN UTILITIES DISTRICT
GENERAL CONTRACT SPECIFICATION

Schedule/Availability: Full-time account support, with 24-hour, 7-day-per-week on-call availability to support District guard service operations.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE.

1.2 Shift Supervisors

The Contractor shall provide Shift Supervisors responsible for overseeing daily shift operations, assigning posts and responsibilities, directing security personnel in the performance of their duties, monitoring guard activities, supporting incident response, and ensuring compliance with District post orders, procedures, and contract requirements.

Schedule: Scheduled coverage shall be provided seven days per week, including weekends and holidays, as necessary to support District-wide guard operations.

Dedicated Baseline Staffing Hours: 200 hours per week.

Baseline Assigned FTE: 5 FTE.

1.3 Flex Officers

The Contractor shall provide Flex Officers to support staffing continuity across District facilities. Flex Officers shall be used to supplement regular post coverage and support staffing needs resulting from schedule design, call-offs, vacations, holidays, training, turnover, special assignments, and other operational needs.

Schedule: Scheduled as needed, Sunday through Saturday, including weekends and holidays, to support District coverage requirements.

Dedicated Baseline Staffing Hours: 280 hours per week.

Baseline Assigned FTE: 7 FTE.

2. SECURITY OPERATIONS CENTER

Total Dedicated Baseline Staffing Hours: 240 hours per week

Baseline Assigned FTE: 6 FTE

The Security Operations Center requires continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the SOC Supervisor, SOC Operators, and other appropriate staffing resources as necessary.

2.1 SOC Supervisor

The Contractor shall provide a SOC Supervisor responsible for overseeing Security Operations Center operations, supporting SOC Operators, assisting with incident review and documentation, coordinating with District Security Management, and ensuring compliance with SOC procedures, post orders, and contract requirements.

Schedule: Monday through Friday, 0700 to 1500, including District-recognized holidays that fall on a regularly scheduled workday.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE.

2.2 SOC Operators

The Contractor shall provide SOC Operators to support District-wide security operations through monitoring of camera systems, alarm platforms, access control systems, visitor management tools, and other security technology platforms. SOC Operators shall also be responsible for communication, dispatch, incident

METROPOLITAN UTILITIES DISTRICT
GENERAL CONTRACT SPECIFICATION

documentation, and coordination with field personnel, District contacts, and emergency responders, as needed.

The Security Operations Center includes multiple workstations/desks, and staffing shall be scheduled to support continuous SOC operations, two-desk functionality, operational overlap, and periods of double coverage when required. This includes coverage during periods when the SOC Supervisor is present, so that the SOC Supervisor is not the sole SOC coverage unless otherwise approved by District Security Management.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 200 hours per week.

Baseline Assigned FTE: 5 FTE.

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

3. M.U.D. HEADQUARTERS

Total Dedicated Baseline Staffing Hours: 200 hours per week

Baseline Assigned FTE: 5 FTE

3.1 Site Lead, Headquarters

The Contractor shall provide a Site Lead for Headquarters who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0700 to 1500, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE.

3.2 Headquarters Roving Patrol

The Contractor shall provide roving patrol coverage at Headquarters to support site security, patrol activity, access control support, incident response, reporting, and other assigned security duties.

Schedule: Multiple officer assignments, Monday through Friday, 0700 to 1500, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 160 hours per week.

Baseline Assigned FTE: 4 FTE.

4. OPERATING & CONSTRUCTION CENTER 1

Total Dedicated Baseline Staffing Hours: 420 hours per week

Baseline Assigned FTE: 10 FTE

The Operating Center Main Desk requires continuous post coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, Operating Center Main Desk Guards, and other appropriate staffing resources as necessary.

4.1 Site Lead, Operating Center

The Contractor shall provide a Site Lead for the Operating Center who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0700 to 1500, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE.

4.2 Operating Center Main Desk Guard

The Contractor shall provide guard coverage for the Operating Center Main Desk, including visitor processing, access control support, monitoring, reporting, and other assigned post duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 120 hours per week.

Baseline Assigned FTE: 3 FTE.

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

4.3 Operating Center South Gate Guard

The Contractor shall provide guard coverage at the Operating Center South Gate to support access control, traffic flow, visitor and contractor processing, reporting, and other assigned gate duties.

Required Post Coverage Schedule: Monday through Friday, 0630 to 1630, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 50 hours per week.

Baseline Assigned FTE: 1 FTE.

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

4.4 Operating Center North Gate Guard

The Contractor shall provide guard coverage at the Operating Center North Gate to support access control, traffic flow, visitor and contractor processing, reporting, and other assigned gate duties.

Required Post Coverage Schedule: Monday through Friday, 0630 to 1630, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 50 hours per week.

Baseline Assigned FTE: 1 FTE.

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

4.5 Operating Center Roving Patrol

The Contractor shall provide roving patrol coverage at the Operating Center to support site security, patrol activity, access control support, incident response, reporting, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 160 hours per week.

Baseline Assigned FTE: 4 FTE.

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

5. CONSTRUCTION CENTER 2

Total Dedicated Baseline Staffing Hours: 200 hours per week

Baseline Assigned FTE: 5 FTE

Construction Center 2 requires continuous guard and roving patrol coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, Construction Center 2 Guard/Rover positions, and other appropriate staffing resources as necessary.

5.1 Site Lead, Construction Center 2

The Contractor shall provide a Site Lead for Construction Center 2 who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0700 to 1500, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE

5.2 Construction Center 2 Guard / Rover

The Contractor shall provide guard and roving patrol coverage at Construction Center 2 to support access control, visitor and contractor processing, patrol activity, incident response, reporting, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 160 hours per week.

Baseline Assigned FTE: 4 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

6. LIQUEFIED NATURAL GAS PLANT

Total Dedicated Baseline Staffing Hours: 240 hours per week

Baseline Assigned FTE: 6 FTE

The LNG Plant requires continuous guard coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, LNG Plant Security Guards, and other appropriate staffing resources as necessary.

6.1 Site Lead, LNG Plant

The Contractor shall provide a Site Lead for the LNG Plant who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0800 to 1600, including District-recognized holidays that fall on a regularly scheduled workday.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE

6.2 Security Guard, LNG Plant

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The Contractor shall provide guard coverage at the LNG Plant to support access control, visitor and contractor processing, monitoring, reporting, incident response, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 120 hours per week.

Baseline Assigned FTE: 3 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

6.3 Mobile Patrol, LNG Plant

The Contractor shall provide mobile patrol coverage at the LNG Plant to support patrol activity, perimeter checks, incident response, reporting, and other assigned security duties.

Required Post Coverage Schedule: Monday through Friday, 0600 to 2200.

Dedicated Baseline Staffing Hours: 80 hours per week.

Baseline Assigned FTE: 2 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

7. FLORENCE WATER TREATMENT PLANT

Total Dedicated Baseline Staffing Hours: 160 hours per week

Baseline Assigned FTE: 4 FTE

The Florence Water Treatment Plant requires continuous post coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, Florence Water Plant Guards, and other appropriate staffing resources as necessary.

7.1 Site Lead, Florence Water Plant

The Contractor shall provide a Site Lead for the Florence Water Plant who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0700 to 1500, excluding District-recognized holidays.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE

7.2 Florence Water Plant Guard

The Contractor shall provide guard coverage at the Florence Water Plant to support access control, visitor and contractor processing, monitoring, reporting, incident response, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 120 hours per week.

Baseline Assigned FTE: 3 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

8. PLATTE SOUTH WATER TREATMENT PLANT

Total Dedicated Baseline Staffing Hours: 160 hours per week

Baseline Assigned FTE: 4 FTE

The Platte South Water Treatment Plant requires continuous post coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, Platte South Water Plant Guards, and other appropriate staffing resources as necessary.

8.1 Site Lead, Platte South Water Plant

The Contractor shall provide a Site Lead for the Platte South Water Plant who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0800 to 1600, including District-recognized holidays that fall on a regularly scheduled workday.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE

8.2 Platte South Water Plant Guard

The Contractor shall provide guard coverage at the Platte South Water Plant to support access control, visitor and contractor processing, monitoring, reporting, incident response, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 120 hours per week.

Baseline Assigned FTE: 3 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

9. PLATTE WEST WATER TREATMENT PLANT

Total Dedicated Baseline Staffing Hours: 320 hours per week

Baseline Assigned FTE: 8 FTE

The Platte West Water Treatment Plant requires continuous post coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays. Dedicated staffing for this coverage includes the Site Lead, Platte West Water Plant Guards, and other appropriate staffing resources as necessary.

9.1 Site Lead, Platte West Water Plant

The Contractor shall provide a Site Lead for the Platte West Water Plant who shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Schedule: Monday through Friday, 0800 to 1600, including District-recognized holidays that fall on a regularly scheduled workday.

Dedicated Baseline Staffing Hours: 40 hours per week.

Baseline Assigned FTE: 1 FTE

9.2 Platte West Water Plant Guard

The Contractor shall provide guard coverage at the Platte West Water Plant to support access control, visitor and contractor processing, monitoring, reporting, incident response, and other assigned security duties.

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Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 120 hours per week.

Baseline Assigned FTE: 3 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

9.3 Platte West Well Field Patrol

The Contractor shall provide patrol coverage for the Platte West Well Field to support patrol activity, site checks, access control support, incident response, reporting, and other assigned security duties.

Required Post Coverage Schedule: Continuous coverage, 24 hours per day, seven days per week, including weekends and District-recognized holidays.

Dedicated Baseline Staffing Hours: 160 hours per week.

Baseline Assigned FTE: 4 FTE

The Contractor shall be responsible for maintaining the required coverage schedule at all times using assigned officers, Flex Officers, or other appropriate staffing resources.

The Contractor shall assign one salaried Account Manager dedicated exclusively to the District account. The Account Manager shall serve as the primary point of contact for the District and shall be responsible for overall contract performance, operational continuity, staffing oversight, training compliance, service quality, communication with the District, and resolution of staffing or operational issues. The Account Manager shall not be assigned duties, responsibilities, or operational support functions for any account, client, contract, or location outside of the District account without prior written approval from the District.

The Contractor shall provide Shift Supervisors responsible for overseeing daily shift operations, assigning posts and responsibilities, directing security personnel in the performance of their duties, monitoring guard activities throughout the shift, supporting incident response, and ensuring proper coverage, efficiency, and compliance with District post orders, procedures, and contract requirements.

The Contractor shall provide a Site Lead for each applicable facility, including the LNG Plant, Operating Center, Construction Center 2, Headquarters, Florence Water Plant, Platte South Water Plant, and Platte West Water Plant. Each Site Lead shall serve as the primary on-site lead for guards assigned to that location and shall provide daily direction, operational support, post coordination, and assistance with coverage as needed.

Guards assigned to the Security Operations Center shall support District-wide security operations through continuous monitoring of camera systems, alarm platforms, access control systems, visitor management tools, and other security technology platforms. SOC personnel shall also be responsible for communication, dispatch, incident documentation, and coordination with field personnel, District contacts, and emergency responders, as needed.

2) GUARD SERVICES DETAILS & CHANGES DURING CONTRACT PERIOD

- A)** Guards shall not work more than twelve (12) hours for the Contractor in any given twenty-four (24) hour period unless exigent circumstances exist and the Contractor receives prior approval from the District before the guard works the extended hours. In no event shall a guard work two shifts with less than eight (8) hours between shifts.
- B)** If additional District properties require guard service during the contract period, the Contractor shall provide guard service upon request at the applicable hourly rate stated in the proposal, unless otherwise agreed to in writing by the District.

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- C) If any District property no longer requires guard service, the District may remove that property from the guard schedule or reduce the required guard service hours. Charges shall be reduced based on the applicable hourly rate stated in the proposal and the reduction in authorized guard service hours. The Contractor shall not be entitled to damages, change orders, lost revenue, or any other claim due to the reduction or elimination of any portion of the contract.
- D) General guard duties are listed within Appendix's A, B, C, D, E, F, and G of this document. The District may make minor changes to guard duties without additional cost.
- E) A guard shall remain at the designated work area until relieved by the next scheduled guard or otherwise directed by the District. If the relief guard fails to report, the Contractor shall be responsible for ensuring continued coverage of the post. If the guard on duty is required to remain beyond the scheduled shift, the Contractor shall notify the District as soon as practicable and no later than two (2) hours after the scheduled relief time.
- F) During the contract period, the District may increase or decrease the number of guard service hours required at any facility with twenty-four (24) hours' notice. The contract hourly rate shall not be increased to compensate for any change in required staffing hours.
- G) If additional guards are required on a temporary or permanent basis, the Contractor shall provide such guards within twenty-four (24) hours of notice from the District, unless otherwise agreed to by the District. The applicable hourly rate shall remain the same as stated in the proposal. No overtime, premium charges, administrative fees, or other additional charges shall be paid to the Contractor for providing additional guard coverage under this provision.
- H) Emergency situations requiring a significant increase in required guard hours shall be reviewed on a case-by-case basis. In such circumstances, the Contractor and the District may negotiate in good faith regarding reimbursement of documented, out-of-pocket overtime expenses or other additional costs directly related to the emergency response. Any payment approved by the District shall not exceed the Contractor's actual documented cost and must be approved by the District in writing.
- I) If necessary during an emergency, the District may waive or modify certain training, background check, or physical screening requirements on a temporary basis, at the District's sole discretion.
- J) If an existing guard's hours are reduced to zero, the Contractor shall not increase the hourly rate, administrative charges, or any other contract cost to offset the reduction in hours or loss of revenue.

3) TIME FOR BEGINNING AND COMPLETION OF CONTRACT

- A) The Contractor shall commence work on September 1, 2026, at the beginning of the applicable day shift post assignments. The initial term of the contract shall be for three (3) years. The contract shall terminate on September 1, 2029, at the beginning of the applicable day shift post assignments, unless extended or otherwise modified in writing by the District.
- B) Prior to expiration of the initial contract term, the District may enter into discussions with the Contractor to extend the contract for a period not to exceed three (3) additional years.
- C) If guard services transition from an existing contractor to a new Contractor, the new Contractor shall coordinate with the District and the existing contractor regarding the exact date and time that the new guard service will assume responsibility for coverage. A minimum of five (5) minutes of overlapping coverage shall be required during the transition, unless otherwise directed by the District.

- D)** The Contractor shall be responsible for ensuring that a qualified guard is available for every required post and every required shift at the beginning of the applicable day shift post assignments on September 1, 2026. Each assigned guard shall have completed all background checks, physicals, drug screens, CPR/First Aid/AED certifications, pre-assignment training, post training, and any other requirements set forth in this Contract prior to assignment.

4) EMPLOYEES AND SUPERVISION

- A)** The Contractor shall be responsible for the employment, supervision, training, qualification, scheduling, direction, and conduct of all employees assigned to perform work under this Contract. Contractor employees shall remain employees of the Contractor and shall not be considered employees of the District.

Nothing in this section shall limit the District's authority to issue instructions, expectations, post orders, site rules, building regulations, security procedures, emergency directions, or other operational requirements related to work performed at District facilities. The Contractor shall ensure that all employees assigned to the District comply with all such District instructions and requirements.

To ensure effective management of the guard services account, the Contractor shall assign one salaried Account Manager dedicated exclusively to the District account. The Account Manager shall be available on a 24-hour, 7-day-per-week basis to support District guard service operations. The Account Manager shall spend a minimum of thirty-two (32) hours per week at the assigned District office and/or District facilities unless prior approval has been obtained from the District.

The Account Manager or designated supervisor shall inspect each guard shift and location at least once every two (2) weeks, and more frequently if a guard's performance, appearance, conduct, or post compliance is below standard, as determined by the Contractor or the District. The Account Manager shall report all inspections to the District in a format approved by the District.

B) Guard Training

- 1) Pre-Assignment Training:** The Contractor shall provide all guards with a minimum of forty (40) hours of training before assigning the guards to District posts. The training program shall be developed by the Contractor and approved in advance by the District.

The District may, in its sole discretion, waive or reduce the forty (40) hour pre-assignment training requirement for an incoming guard who has prior relevant security experience, prior District guard service experience, or other qualifications deemed sufficient by the District. Any waiver or reduction must be approved by the District in writing before the guard is assigned to a District post. Any waiver of the forty (40) hour pre-assignment training requirement shall not waive required post-specific training, site-specific training, certifications, background checks, physical screenings, badging requirements, or any other requirements established by the District.

- a) The District will provide a general security program that must be included in the forty (40) hours of required training. A maximum of eight (8) hours may be used for Contractor employee orientation. The remaining training hours shall be specific to District operations, District expectations, and District post assignments.
- b) All guards assigned to District posts shall be CPR/First Aid/AED certified before working their first post assignment and shall maintain current CPR/First Aid/AED certification while assigned to the District.

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Guards shall be paid at least the minimum guard wage required by the Contract for the applicable assigned post.

- 2) **Required Training Topics:** At a minimum, the Contractor shall provide a training program that includes the following:
 - a) CPR/First Aid/AED training.
 - b) Stop the Bleed training.
 - c) Basic interview skills training.
 - d) Report writing training.
 - e) Verbal de-escalation training.
 - f) Basic self-defense techniques training.
- 3) **Training Program Approval and Implementation:** The training program and curriculum shall be approved in advance by the District. Additional training may be introduced if deemed necessary by the District.
 - a) Upon execution of this Contract, the Contractor shall have thirty (30) days to develop and submit the training plan to the District for approval. Once approved, the Contractor shall have ninety (90) days to complete the required training for all existing guards. New guards assigned to the District shall complete the required training program before working a District post unless otherwise approved by the District.
 - b) The Contractor shall maintain the training program through continuing education, refresher training, remedial training, and other appropriate methods necessary to preserve proficiency.
- 4) **Post-Specific Training:** For all guard posts, except Security Operations Center posts, the Contractor shall provide a minimum of one full shift of post-specific training with the applicable Site Lead or District-approved trainer before assigning a guard to work the post alone.
 - a) Security Operations Center posts shall require a minimum of three (3) full shifts of post-specific training with the SOC Supervisor or District-approved trainer before assigning an Operator to work the post alone. Upon completion of the required three (3) full shifts of SOC training, the District and the Contractor shall jointly determine whether additional training is required before the Operator may work the post alone.
 - b) Each guard must complete the required post-specific training for each individual post assignment identified in the Scope of Contract before working that post alone, unless otherwise approved by the District in advance of the assignment.
 - c) Guards shall be paid at least the minimum guard wage required by this Contract for the post at which they are being trained. Under exigent circumstances and with prior District approval, the Contractor may assign a District-approved competent guard or training instructor to complete post training required by this section.
 - d) Remedial training shall be used to address deficiencies in guard performance, conduct, post knowledge, report writing, system use, appearance, or other areas as determined by the Contractor or upon request of the District.
- 5) **Training Materials, Testing, and Records:** At a minimum, the Contractor shall create a training curriculum with appropriate testing for pre-assignment training. The Contractor shall also create post-specific training checklists with appropriate testing for each post assignment.

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- a) All training materials, testing, and checklists shall be approved by the District. The Contractor shall maintain all training records for at least three (3) years from the date of training and shall make such records available to the District upon request.
- 6) **Annual Refresher Training:** At a minimum, the Contractor shall provide at least eight (8) hours of annual security-focused refresher training to all guards assigned to the District. This annual refresher training shall focus on security duties, District post expectations, access control procedures, report writing, incident response, verbal de-escalation, customer service expectations, security system use, and other District-specific security procedures as approved by the District.
 - a) CPR/First Aid/AED, Stop the Bleed, or other safety-related certification training shall not count toward the required eight (8) hours of annual security-focused refresher training, unless otherwise approved by the District in writing. All annual refresher training shall include appropriate testing and shall be approved by the District. Guards shall be paid at their current wage rate during any refresher training.
- 7) **Training Billing:** The District shall not be billed for the initial forty (40) hours of pre-assignment training required before a guard is assigned to District posts. This includes Contractor orientation, District general security program training, and all other training necessary to satisfy the initial pre-assignment training requirement.
- C) The Contractor shall provide the District with the names and photographs of every employee who will perform work under this Contract before the employee is assigned to any District post.

All photographs submitted for District identification badges must comply with District Security's Photo Requirements for M.U.D. Badges. District Security reserves the right to reject any photograph that does not meet the required standards.

District identification badges will only be issued after District Security has received and approved a compliant photograph and verified the employee's current One Source background check status. The validity period of each District identification badge shall be tied to the expiration date of the employee's One Source background check.

The Contractor shall be responsible for ensuring that all employees assigned to District posts maintain current One Source eligibility and comply with all District badging requirements.
- D) The Contractor shall maintain a current District guard schedule and make it readily available and accessible to District Security, the Security Operations Center, Site Leads, Shift Supervisors, and guards assigned to District posts.

The Contractor shall provide the upcoming weekly guard schedule to District Security and the Security Operations Center by noon on the Friday before the scheduled work week, unless otherwise approved by the District.

The schedule shall identify assigned personnel, post assignments, scheduled work hours, and any known relief or Flex Officer coverage. Schedule changes shall be communicated to District Security and the Security Operations Center in advance whenever possible. If advance notice is not practicable due to a call-off, emergency, or other unplanned circumstance, the Contractor shall update the schedule and notify the District as soon as possible.
- E) The District may refuse the services of any guard, Account Manager, supervisor, or other Contractor employee assigned to the District. The Contractor shall immediately replace any guard, Account Manager, supervisor, or other Contractor employee if the

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District determines, in its sole discretion, that the individual is unsuitable or undesirable to have on District premises or assigned to District work.

If a guard or other Contractor employee is determined to be unsuitable or undesirable at one District location, the District may require the individual to be removed from service at all District locations.

The Contractor shall notify the District as soon as the Contractor becomes aware that any guard, Account Manager, supervisor, or other Contractor employee assigned to the District has been arrested; has had an arrest warrant, protection order, or similar legal order issued against them; has lost or had restrictions placed on a required license or certification; or has any other legal, conduct, or employment-related issue arise that may impact the individual's ability to perform work under this Contract or access District facilities.

- F) All guards shall wear clean, professional, unwrinkled uniforms furnished by the Contractor and approved by the District. The Contractor shall issue at least three (3) full uniforms to each guard at no cost to the guard. Guards shall bear no cost for any required uniforms, equipment, or Personal Protective Equipment (PPE).

Guards shall not wear accessories, clothing, patches, insignia, or other items that are not part of the approved uniform issued by the Contractor unless approved by the District.

The Contractor shall provide each guard with all necessary PPE. The necessary PPE for each post shall be determined by the Contractor based on the safety hazards associated with the post and shall be subject to District review and approval.

The Contractor shall maintain an equipment issuance record for all uniforms, equipment, and PPE issued to guards assigned to the District. The issuance record shall identify, at a minimum, the employee receiving the item, the item issued, quantity issued, date of issuance, location or post assignment, reason for issuance, condition of the item when issued, and the Contractor representative issuing the item. The record shall also include acknowledgment by the employee receiving the item.

The Contractor shall maintain current and accurate equipment issuance records throughout the term of the Contract. Such records shall be made available to the District upon request. The Contractor shall also document the return, replacement, loss, damage, or removal from service of any issued uniform, equipment, or PPE item.

- A. The Contractor shall use the following guidelines in uniform selection for the District account. Equivalent alternatives may be proposed by the Contractor but must be approved by the District prior to use:
- a) Pants: Men's and women's Tru-Spec 24-7 Series Original Tactical Pants, khaki in color, or equivalent alternative approved by the District.
 - b) Shirts: Moisture-wicking material shirts in both long-sleeve and short-sleeve options. Shirts shall be dark blue in color and shall include the Contractor's company logo embroidered on the left chest area. Approved shirt options include 5.11 Men's and Women's Utility Short Sleeve or Long Sleeve Polo shirts, Style #41180 for men and Style #61173 for women, or equivalent alternative approved by the District.
 - c) Utility Belt/Carrying System: The utility belt shall be outer-worn with an inner pants belt. The belt shall be black, made of lightweight nylon, and used with

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matching belt keepers. The utility belt shall include companion equipment made of the same nylon material, including:

- a. Radio holder capable of accommodating the Motorola APX 4000 radio or APX N50.
- b. Tourniquet with holder.
- c. Latex glove carrier.
- d. Key ring holder.
- e. Flashlight holder compatible with the currently issued flashlight.

Equivalent alternatives for the utility belt or carrying system must be approved by the District prior to use.

- d) Boots: Boots shall be black in color with a finish that can be polished. Boots should be waterproof and/or lined for winter wear. Equivalent alternatives must be approved by the District.
- e) Jacket: A black 3-in-1 parka-style jacket shall be provided for spring, fall, and winter use. The jacket shall include the security company's patch on the shoulders or the company's embroidered logo on the left chest area. Equivalent alternatives must be approved by the District.
- f) Raincoats: Raincoats shall be provided for each guard post. Equivalent alternatives must be approved by the District.
- g) High-Visibility Vests: High-visibility safety vests shall be provided at each guard post. Vests shall include reflective "SECURITY" lettering on the back and shall be worn when guards are performing duties in vehicle traffic areas, gate areas, parking areas, plant yards, construction areas, low-light conditions, inclement weather, or other areas where enhanced visibility is necessary. Equivalent alternatives must be approved by the District.

G) Vehicles, Fleet Management, and Driver Safety

The Contractor shall provide, at a minimum, eight (8) sound, reliable, properly maintained, and professionally presentable motorized vehicles appropriate for the assigned sites, post duties, threat environment, weather conditions, and driving conditions.

At a minimum, Contractor-provided vehicles shall be assigned or available to support the following functions:

- a. LNG Plant / LNG Mobile Patrol.
- b. Florence Water Treatment Plant.
- c. Platte South Water Treatment Plant.
- d. Platte West Water Treatment Plant.
- e. Platte West Well Field Patrol.
- f. Operating Center Roving Patrol.
- g. Construction Center 2 Guard / Rover.
- h. Shift Supervisor operations.

The Contractor shall maintain adequate fleet resources to ensure that all required vehicles remain operational and available for District guard service operations at all times. If a required vehicle becomes unavailable due to maintenance, damage, mechanical failure, or any other reason, the Contractor shall provide a suitable replacement vehicle without interruption to required guard services.

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All Contractor-provided vehicles shall be maintained in a clean, professional, sanitary, and presentable condition, both inside and outside. Vehicle interiors shall be kept free from trash, excessive dirt, food waste, spills, odors, personal clutter, unsecured items, or any other condition that may negatively impact safety, professionalism, employee morale, or the ability of guards or authorized passengers to use the vehicle. Vehicles shall also be free from significant visible damage, missing trim, broken lights, unsafe tires, cracked windshields, excessive rust, or other conditions that may negatively impact safety, reliability, or the professional appearance of District guard service operations. The District may require the Contractor to clean, repair, replace, or remove from District service any vehicle that the District determines is unsafe, unreliable, unsanitary, poorly maintained, or not professionally presentable.

All Contractor-provided vehicles used for District guard service operations shall be equipped with identifiable markings sufficient to alert District employees, contractors, visitors, and the general public that the vehicle is a security guard vehicle. Vehicle markings shall be professional in appearance and subject to District approval.

All vehicle operators shall possess a valid driver's license at all times while performing duties under this Contract. The Contractor shall be responsible for ensuring that employees assigned to operate vehicles are properly licensed, qualified, trained, and authorized to do so.

The Contractor shall maintain and enforce a written vehicle use and driver safety policy applicable to all employees operating vehicles under this Contract. At a minimum, the policy shall address safe driving expectations, seat belt use, distracted driving, mobile device use, speed limits, traffic laws, backing and parking practices, cone method requirements, accident reporting, vehicle inspection requirements, and restrictions on unauthorized passengers or unauthorized vehicle use.

The Contractor shall require all guards operating vehicles under this Contract to follow the District's cone method or any other District-required vehicle safety practice. Guards shall place and retrieve cones in a manner that requires them to inspect the vehicle's next intended direction of travel before moving the vehicle. This requirement is intended to reduce backing, parking, pedestrian, and fixed-object incidents and shall apply at all District facilities unless otherwise directed by the District.

The Contractor shall ensure that vehicle accidents, vehicle damage, unsafe driving complaints, or other vehicle-related incidents involving District guard service operations are reported to the District as soon as practicable.

Contractor-provided vehicles used for District guard service operations shall be equipped with dash cameras, unless otherwise approved by the District. Any dash camera or vehicle safety monitoring system shall be maintained in working order and used in accordance with the Contractor's written vehicle use and driver safety policy. Upon request, the Contractor shall provide the District with available video, data, or documentation related to vehicle accidents, safety incidents, complaints, or other District-related operational concerns.

Any alternative transportation method must be approved by the District in advance. Approval of any alternative transportation method may be rescinded by the District at any time.

H) Post Orders and Written Procedures

The District shall provide written procedures, post orders, or other applicable instructions for each guard post. The Contractor shall be responsible for ensuring that each guard assigned to a District post is familiar with, understands, and complies with the written procedures, post orders, and instructions applicable to that post.

The District may update written procedures, post orders, or other instructions as operational needs change. Upon receipt of any updated procedure, post order, or instruction from the District, the Contractor shall be responsible for promptly deploying the updated version to the applicable post, replacing or removing outdated versions, and ensuring both physical and digital copies are updated as applicable.

The Contractor shall be responsible for communicating updates to all affected guards, Site Leads, Shift Supervisors, and other applicable Contractor personnel to ensure awareness and compliance with current procedures. The Contractor shall ensure that guards do not rely on outdated or superseded versions of District procedures, post orders, or instructions.

Basic general guard duties are listed within the appendices of this Contract.

5) EQUIPMENT AND STORAGE

- A)** The Contractor shall furnish all equipment necessary to perform the work described in this Contract and its appendices, except for equipment specifically identified as being provided by the District. Equipment furnished by the Contractor shall remain the property of the Contractor.
- B)** The Contractor shall maintain all required equipment in good working condition and shall promptly repair or replace any Contractor-furnished equipment that is damaged, missing, defective, or otherwise unsuitable for use. An equipment list is included in the applicable appendix or appendices of this Contract.
- C)** The Contractor shall be responsible for all phone charges associated with Contractor-provided phones and communication devices required under this Contract. In addition to any phones or communication devices required in the equipment lists located within the appendices, the Account Manager shall be equipped with a cell phone capable of receiving calls, text messages, and emails.
- D)** Equipment assigned to a specific post or station shall remain at that post or station unless otherwise approved by the District. The Contractor shall ensure that required equipment is available, operational, and accessible for each shift.
- E)** Contractor-furnished equipment shall be stored in a neat, secure, and organized manner in locations approved by the District. The Contractor shall ensure that equipment storage areas are kept clean, professional, and free from unnecessary clutter, trash, or items unrelated to District guard service operations.
- F)** The Contractor shall be responsible for tracking, controlling, and accounting for Contractor-furnished equipment assigned to District posts. The Contractor shall notify the District as soon as practicable if any required equipment is lost, stolen, damaged, or unavailable for use.

6) DISTRICT'S RIGHT TO DO WORK

- A)** Nothing in this Contract shall prohibit the District and others from performing similar work within the premises at any time.

7) SUPERVISION AND INSPECTION

- A)** The Contractor shall be responsible for the direct supervision of Contractor employees and for the satisfactory performance of all work required under this Contract. Nothing in this section shall limit the District's authority to inspect work, review performance, issue

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operational direction, require corrective action, or enforce District procedures, post orders, and contract requirements.

- B)** To assure the District that these responsibilities are properly fulfilled, the following requirements shall apply:
- a. All guards shall complete a written shift report at the end of each shift using forms, systems, or reporting methods furnished by the Contractor and approved in advance by the District. Reports shall accurately document patrols, incidents, access control activity, visitor or contractor activity, unusual observations, safety or security concerns, equipment issues, post concerns, and any other information required by the District or applicable post orders.
 - b. Shift reports shall be complete, accurate, legible, professional, and submitted in accordance with District-approved procedures. The Contractor shall be responsible for reviewing reports for quality, completeness, and accuracy, and for correcting reporting deficiencies when identified by the Contractor or the District.
 - c. The District may inspect guard posts, review reports, audit documentation, observe guard performance, and request follow-up information related to guard service operations at any time.
 - d. The Contractor shall provide specialized reports concerning guard service operations upon request by the District. Unless otherwise agreed to by the District, specialized reports shall be limited to a maximum of one (1) report per month per location.

8) BIWEEKLY MEETING

- A)** The Contractor shall participate in recurring contract meetings with the District. Unless otherwise directed by the District, meetings shall be held biweekly.
- B)** The Contractor's Account Manager shall attend each meeting. Additional Contractor supervisors, managers, or personnel shall attend upon request by the District.
- C)** The meeting shall be scheduled at a mutually agreeable time; however, the District shall determine the final meeting time and location. Meetings may be held at a District facility, virtually, or at another location designated by the District.
- D)** The purpose of the meeting shall be to review contract performance, staffing, scheduling, guard performance, training, open issues, incidents, corrective actions, upcoming operational needs, and any other matters related to guard service operations.

9) NON PERFORMANCE OF DUTIES

- A)** If a guard fails to perform required duties, fails to follow applicable post orders or written procedures, abandons a post, fails to remain attentive, or otherwise fails to provide the required guard service during a scheduled shift, the District may deduct from payment the time period during which the required service was not properly performed.
- B)** If a guard is found sleeping while on duty, the Contractor shall not be paid for that guard's entire shift. Sleeping while on duty may also result in immediate removal of the guard from District service at the District's discretion.
- C)** Non-payment or deduction under this section shall not limit any other remedy available to the District under this Contract, including requiring corrective action, requiring replacement of personnel, or terminating the Contract.

10) CANCELLATION OF CONTRACT

- A)** The District may terminate this Contract for any reason by providing the Contractor at least thirty (30) days' written notice.
- B)** Because replacement guard services require transition planning, staffing, training, badging, post familiarization, and operational coordination, the Contractor shall provide the District at least ninety (90) days' written notice before terminating this Contract.
- C)** During any termination notice period, the Contractor shall continue to provide all required guard services in accordance with this Contract unless otherwise directed by the District in writing. The Contractor shall cooperate with the District to support an orderly transition of services.

11) GUARD AND ACCOUNT MANAGER RETENTION

- A)** The Contractor shall retain every guard and Account Manager assigned to the District at the time of execution of this Contract unless otherwise approved by the District.
- B)** Retained guards shall begin at Wage Scale 1 for purposes of wage scale placement under this Contract, regardless of prior wage scale placement under any previous contract.
- C)** Retained guards and Account Managers shall maintain their existing years of District service for purposes of determining vacation accrual under this Contract.
- D)** Retained guards and Account Managers shall retain any unused vacation hours previously accrued, unless otherwise addressed through a transition plan approved by the District.
- E)** Nothing in this section shall require the Contractor to retain any guard or Account Manager whom the District determines to be unsuitable or undesirable for assignment to District work.

12) WAGES

A) Guards

The Contractor shall pay all guards assigned to District facilities in accordance with the wage scales listed in the Schedule of Values.

At the commencement of this Contract, all guards assigned to the District shall begin at Wage Scale 1 for purposes of wage scale placement under this Contract.

Wage scale progression after the commencement of this Contract shall be based on continued service assigned to the District account, satisfactory performance, annual performance evaluations, and the Contractor's District-approved annual compensation policy. No guard shall advance to a higher wage scale without prior review and written approval from the District.

The wage scales listed in the Schedule of Values shall increase by three percent (3%) for each successive year of the Contract.

Eligible guards may receive an annual progression increase or wage scale adjustment, effective on the guard's District account assignment anniversary date or other District-approved review date, subject to satisfactory performance and the Contractor's District-approved annual compensation policy. Any progression increase or wage scale adjustment shall be based on the guard's prior year annual performance appraisal and shall not exceed the established maximum for the applicable wage scale or salary grade.

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If a guard's overall performance does not warrant a progression adjustment, the Contractor may recommend withholding or reducing the progression increase or wage scale adjustment. Any recommendation to withhold or reduce a progression increase or wage scale adjustment must be supported by documented performance concerns, prior coaching or corrective action when applicable, and the guard's annual performance appraisal. No progression increase or wage scale adjustment shall be withheld, reduced, or denied without prior review and written approval from the District.

The annual guard performance appraisal process shall include a self-assessment period followed by completion of the appraisal by the guard's supervisor. The Contractor and District management shall review the appraisal process and any recommended progression adjustments.

The Contractor shall maintain accurate payroll and compensation records for guards assigned to District facilities. Upon request, the Contractor shall provide the District or its authorized representative access to payroll records necessary to verify that guards assigned to District facilities are being compensated in accordance with this Contract.

B) Account Manager

The Contractor shall pay the Account Manager at least the minimum annual salary listed in the Schedule of Values. The Account Manager salary listed in the Schedule of Values shall increase by three percent (3%) for each successive year of the Contract.

The Contractor shall maintain accurate payroll and compensation records for the Account Manager. Upon request, the Contractor shall provide the District or its authorized representative access to payroll records necessary to verify that the Account Manager is being compensated in accordance with this Contract.

13) VACATION ACCRUAL

- A)** The Contractor shall provide paid vacation to all guards and Account Managers assigned to the District in accordance with the following minimum schedule:
- a. Employees with less than one (1) year of continuous service performing duties for the District shall be eligible for up to forty (40) hours of paid vacation, prorated based on the employee's start date and continuous service during the first year.
 - b. Employees with one (1) year but less than five (5) years of continuous service performing duties for the District shall receive a minimum of eighty (80) hours of paid vacation annually.
 - c. Employees with five (5) years but less than eight (8) years of continuous service performing duties for the District shall receive a minimum of one hundred twenty (120) hours of paid vacation annually.
 - d. Employees with eight (8) or more years of continuous service performing duties for the District shall receive a minimum of one hundred sixty (160) hours of paid vacation annually.
- B)** For purposes of determining vacation accrual, continuous service shall be based on the employee's time assigned to perform duties for the District.
- C)** Guards and Account Managers assigned to a District facility at the time of execution of this Contract who are retained by the Contractor shall maintain their current years of District service for purposes of determining their vacation accrual rate.

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- D) The Contractor shall maintain accurate records of vacation accrual and use for all guards and Account Managers assigned to the District. Upon request, the Contractor shall provide the District or its authorized representative access to records necessary to verify compliance with this section.

14) BACKGROUND CHECKS

- A) The Contractor shall ensure that all guards, Account Managers, supervisors, and other Contractor employees assigned to perform work under this Contract satisfy all background check, screening, badging, and eligibility requirements established by the District before being assigned to any District post or facility.
- B) All Contractor employees assigned to District posts shall maintain current One Source eligibility, or any successor screening or contractor compliance process required by the District. The Contractor shall be responsible for monitoring expiration dates and ensuring that employees remain eligible to perform work at District facilities.
- C) The District may deny or revoke access to any Contractor employee who fails to satisfy applicable background check, screening, badging, or eligibility requirements. The Contractor shall immediately remove and replace any employee who is no longer eligible to perform work under this Contract.
- D) The Contractor shall perform or coordinate any additional background checks, screenings, certifications, or eligibility requirements required by applicable law, regulation, District policy, or future revisions or additions to such requirements.

15) SMOKING AND TOBACCO POLICY

- A) The Contractor shall ensure that all guards, Account Managers, supervisors, and other Contractor employees assigned to perform work under this Contract comply with the District's Tobacco-Free Workplace Policy.
- B) The use of all tobacco, tobacco-like products, and nicotine delivery products is prohibited on all District worksites, facilities, grounds, parking lots, crew shacks, vehicles, and equipment owned, leased, or operated by the District. Prohibited products include, but are not limited to, cigarettes, cigars, pipes, smokeless tobacco, snuff, chew, electronic cigarettes, vapes, and Electronic Nicotine Delivery Systems (ENDS).
- C) The tobacco-free requirement applies to all Contractor employees at all times while on District property or District worksites. No extra breaks, divided rest periods, divided lunch periods, or additional time away from assigned duties shall be permitted for the purpose of using tobacco, tobacco-like products, or nicotine delivery products.
- D) The Contractor shall communicate the District's Tobacco-Free Workplace Policy to all Contractor employees assigned to the District and shall be responsible for enforcing compliance among its employees.
- E) An initial violation by a Contractor employee may result in a reminder of the District's tobacco-free policy. Subsequent violations may result in further escalation, up to and including removal from District work. Violations that adversely impact workplace safety may result in immediate action, including removal from District property or removal from assignment under this Contract.

16) COMPUTER, ELECTRONIC COMMUNICATIONS, AND INTERNET USE

- A) Contractor personnel shall comply with all applicable District technology, cybersecurity, electronic communications, internet use, information privacy, acceptable use, authentication, media management, and data protection standards. This includes, but is not limited to, the District's

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Electronic Communications and Internet Use Policy, Acceptable Use Standards, Information Privacy Standards, and Authentication and Media Management Standards.

- B) Contractor personnel shall not connect, attach, install, modify, or remove any hardware, software, peripheral device, storage device, network device, or other technology equipment on or from any District computer, workstation, network, system, or technology environment without prior written authorization from the District.
- C) Contractor personnel shall only use District computers, systems, telephones, internet access, electronic communication systems, and other technology resources as authorized by the District and in support of assigned District work. Any permitted use shall not interfere with assigned duties, burden District resources, compromise security, or violate District policy.
- D) Contractor personnel shall not access, view, download, transmit, copy, store, or distribute inappropriate, offensive, disruptive, unauthorized, confidential, or protected information through District systems or equipment. Contractor personnel shall not copy, transmit, disclose, or remove District information without proper authorization.
- E) Contractor personnel shall not share usernames, passwords, access codes, access cards, credentials, authentication devices, or other access methods. Contractor personnel shall not use another person's credentials or permit another person to use their credentials.
- F) Contractor personnel shall immediately report any suspected compromise, unauthorized access, lost or stolen device, suspicious system activity, accidental disclosure, or violation of District technology or information security standards to the District.
- G) Contractor personnel may be required to sign an acknowledgment confirming that they have received, read, understand, and agree to comply with all applicable District technology, electronic communications, internet use, privacy, and information security standards before being granted access to District computers, systems, networks, or technology resources.
- H) Contractor personnel shall have no expectation of privacy when using District computers, systems, networks, telephones, internet access, electronic communications, or other District technology resources. The District reserves the right to monitor, review, restrict, suspend, or revoke access to District technology resources at any time.

17) PROFESSIONAL IMAGE/GROOMING/CONDUCT

- A) All guards, Account Managers, supervisors, and other Contractor employees assigned to the District shall present a clean, professional appearance and maintain appropriate personal hygiene while performing work under this Contract.
- B) Contractor personnel shall comply with all District-approved uniform, grooming, conduct, and appearance standards. Any guard, Account Manager, supervisor, or other Contractor employee who fails to present a professional image, including but not limited to concerns involving attire, grooming, hygiene, conduct, demeanor, or workplace behavior, shall be removed from District service upon request by the District.
- C) Contractor personnel shall be attentive, courteous, respectful, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Contractor personnel shall perform their duties in a manner that supports the safety, security, and professional image of the District.
- D) Contractor personnel shall not disclose, discuss, distribute, post, transmit, or otherwise communicate any information obtained through work performed under this Contract to any unauthorized person or outside party. This includes, but is not limited to, information related to District operations, security procedures, incidents, investigations, employees,

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customers, facilities, access control, video surveillance, alarms, reports, photographs, recordings, or other District information.

- E) Contractor personnel shall not communicate with media representatives, post District-related information on social media, or release any District information, images, video, audio, reports, or records without prior authorization from the District. Any media inquiry or outside request for information shall be referred immediately to the District.
- F) Contractor personnel shall not represent themselves as authorized spokespersons for the District or make statements on behalf of the District unless specifically authorized by the District.

18) Nondisclosure Statement

- A) Prior to assignment to any District post, the Contractor shall ensure that all guards, Account Managers, supervisors, and any other Contractor personnel assigned to perform work under this Contract sign a nondisclosure statement or confidentiality acknowledgment on a form provided by the District or otherwise approved in writing by the District.
- B) The Contractor shall retain the signed original or electronic record of each nondisclosure statement and shall provide a copy to the District prior to the employee's assignment or upon request by the District.
- C) No Contractor employee shall be assigned to perform work under this Contract until the required nondisclosure statement has been completed.
- D) The nondisclosure obligations shall remain in effect after the employee's assignment to the District ends and after expiration or termination of this Contract.

19) GUARD PHYSICAL SCREENINGS AND FITNESS FOR DUTY

- A) Guards assigned to the District shall be physically capable of performing the essential duties of their assigned posts. These duties may include, but are not limited to, observing and reporting fires, safety concerns, security concerns, vandalism, theft, unauthorized access, suspicious activity, and other unusual conditions.

Guards may be required to perform patrols, rounds, access control duties, visitor direction, incident response, and other assigned security duties in all weather conditions, including temperature extremes, rain, snow, ice, wet conditions, low-light conditions, and on uneven terrain. Guards may also encounter upset, aggressive, or potentially violent individuals while performing duties under this Contract.

- B) The Contractor shall notify the District as soon as practicable if the Contractor knows or becomes aware that any guard assigned to the District has a physical condition, medical restriction, work restriction, or other limitation that may impair the guard's ability to safely or effectively perform the duties of the assigned post. Any such notification shall be limited to information necessary to address fitness for duty, work restrictions, post assignment limitations, or safety concerns.
- C) The Contractor shall ensure that all guards assigned to the District undergo physical screenings to verify that they are physically capable of performing their assigned duties. The Contractor shall use the District's designated occupational health provider, currently Strada, or any successor provider designated by the District, for all physical screenings required under this Contract.

The District-designated provider shall be informed of the physical demands and requirements of District guard posts. Physical screenings may include, but are not limited

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to, bilateral near and distant vision checks requiring 20/40 vision with or without correction, a whisper test or hearing check verifying at least 40 dB in three (3) frequencies in at least one (1) ear, a smell test consistent with District requirements, and a basic physical examination.

The physician or medical provider performing the examination shall determine the guard's fitness for duty based on the history, examination, post requirements, and any other information deemed necessary by the provider. The provider may require further evaluation, documentation, or follow-up before making a fitness-for-duty determination.

The District-designated provider shall provide documentation confirming the fitness-for-duty determination for each guard following the physical screening. Unless otherwise authorized by the District, documentation provided to the District shall be limited to whether the guard is cleared, not cleared, cleared with restrictions, or requires additional evaluation before assignment.

- D)** All costs associated with physical screenings, fitness-for-duty examinations, follow-up evaluations, required documentation, and any additional medical review required under this section shall be paid by the Contractor.

Physical screenings are required before a guard is assigned to any District post and no less frequently than annually thereafter. The physician or medical provider performing the examination may require more frequent examinations or additional evaluations when necessary to verify fitness for duty.

The estimated cost of any examination is subject to change during the term of the Contract, and any increase in cost shall be the responsibility of the Contractor. The District reserves the right to change the designated provider for physical screenings or fitness-for-duty examinations at any time, and the Contractor shall use the provider designated by the District.

- E)** The Contractor shall notify the District if any guard assigned to the District is returning to work following major surgery, a lost-time injury, a work restriction, an extended absence due to illness or injury, a communicable disease or condition that may impact workplace safety, or any other condition that may impair the guard's ability to safely or effectively perform assigned duties.

The District reserves the right to require a fitness-for-duty examination before the guard returns to work at any District post. The cost of any required fitness-for-duty examination shall be the responsibility of the Contractor.

- F)** If a physical condition, medical restriction, work restriction, or other limitation is identified that would impair a guard's ability to safely or effectively perform assigned duties, the guard shall not be assigned to District work unless and until the guard receives a fitness-for-duty clearance from the District-designated provider.

Any costs associated with additional evaluations, follow-up examinations, documentation, or efforts to obtain a fitness-for-duty clearance shall be the responsibility of the Contractor.

- G)** The Contractor shall obtain and maintain current fitness-for-duty confirmation documentation from the District-designated provider for each guard assigned to the District. The Contractor shall ensure that physical and digital copies of current fitness-for-duty documentation are maintained, organized, and readily available for review upon request by the District.

For guards assigned to the LNG Plant, current physical copies of fitness-for-duty confirmation documentation shall be maintained at the LNG Plant in a secure, organized,

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and readily accessible location due to site-specific inspection and regulatory requirements, including potential review by the Fire Marshal or other authorized officials.

For all other District guard assignments, current physical copies of fitness-for-duty confirmation documentation shall be maintained by the Account Manager at the assigned District office, unless otherwise directed by the District.

The Contractor shall also maintain digital copies of all current fitness-for-duty confirmation documentation in an organized and readily accessible format. Digital records shall clearly identify the current version, examination date, expiration or next required examination date, assigned post or location, and fitness-for-duty status. Outdated or superseded versions shall be clearly identified as such or removed from active records to prevent reliance on expired documentation.

20) ENFORCEMENT OF NON-COMPETE AGREEMENTS

- A)** A) The Contractor shall not create, require, enforce, or attempt to enforce any non-compete agreement, non-solicitation agreement, no-hire agreement, placement fee, liquidated damages provision, repayment obligation, or other employment restriction that would prevent or discourage any guard, Account Manager, supervisor, or other Contractor employee assigned to the District from seeking or accepting employment with another guard service company, the District, or any other employer during or after the term of this Contract.
- B)** No guard, Account Manager, supervisor, or other Contractor employee assigned to the District shall be restricted from continuing to perform guard service work for the District through a successor contractor, if selected or retained by that successor contractor.

21) PAYMENT TERMS

- A)** The Contractor must perform and complete all work required under this Contract in a professional manner and the District has the sole discretion to determine whether Contractor has successfully completed the work.
- B)** Payment will be on a reimbursement basis. The Contractor shall submit a monthly invoice to the District in a mutually agreeable format. E-mail invoices are acceptable, provided they contain all agreed upon information.
- C)** Contractor shall submit a separate invoice for each District facility which shall include, at a minimum, the following information:
 - a. An invoice date
 - b. The billing period
 - c. A separate line item containing the following information:
 - i. A description of the individual post assignment and each of the wage scales for the guards who worked that post during the billing period.
 - ii. The number of hours worked at each wage scale for each post during the billing period.
 - iii. The hourly price, including mark-up, for each post at each wage scale.
 - iv. The total amount for each post and wage scale for the billing period.
 - d. A subtotal of the total amounts from the separate line items.
- D)** The Contractor shall invoice the District on a monthly basis for the previous calendar month.
- E)** The District shall approve payment within thirty (30) calendar days of receipt of the invoice.
- F)** All costs associated with legislation or regulations that have been enacted prior to the execution of this Contract or costs associated with legislation or regulations that will not be

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enacted until after the execution of this Contract but were made public prior to the execution of this Contract will be deemed to have been included in the contract price and no variations will be allowed. In the event that legislation or regulations are enacted or repealed following the execution of this Contract which results in an increase or decrease to the contract price, the amount of any such increase or decrease shall be treated as a variation to the Contract and will be assessed on an individual basis. Both the District and the Contractor agrees to assess these variations in good faith.

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APPENDIX A

M.U.D. HEADQUARTERS AND SECURITY OPERATIONS CENTER

**7350 World Communications Drive
Omaha, Nebraska**

M.U.D. HEADQUARTERS LOBBY

24 hours per day, seven days per week, including weekends and District-recognized holidays

The M.U.D. Headquarters Lobby guard controls access to the facility, monitors surveillance cameras, and conducts regular rounds inside and outside of the facility. During rounds, the guard shall observe and report security concerns, safety concerns, building alarms, mechanical operating conditions, unauthorized access, suspicious activity, and other unusual conditions.

The guard shall monitor pre-security areas to help maintain a safe and professional business environment for visitors, customers, contractors, and employees. The guard provides a visible security presence, supports deterrence, and assists with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard shall issue visitor passes to all non-District employees who are not visiting public access areas of the lobby, using the District's electronic visitor management system or other District-approved process.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding alarms, employee and non-employee screening requirements, safety procedures, mechanical operating functions, rounds, computer systems, phone systems, camera systems, access control procedures, visitor management, and other post-specific requirements.

The guard shall be required to walk or stand for extended periods throughout the shift and shall be capable of performing rounds in both interior and exterior areas of the facility.

The guard shall keep the assigned work area clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the applicable emergency contact list.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the applicable emergency contact list.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

M.U.D. HEADQUARTERS SECURITY OPERATIONS CENTER — SOC

24 hours per day, seven days per week, including weekends and District-recognized holidays

Security Operations Center Operators support District-wide security operations by maintaining situational awareness and supporting the District's overall security posture across District facilities. The SOC serves as a central coordination and monitoring point for information received from District facilities, employees, contractors, visitors, security systems, and other sources.

SOC Operators shall monitor and respond to security systems, camera systems, alarm platforms, access control systems, visitor management tools, communication systems, and other District-approved technology platforms. SOC Operators shall document, communicate, dispatch, escalate, and coordinate security-related activity in accordance with District procedures, post orders, and direction from District Security.

SOC Operators will receive detailed instructions from District personnel regarding employee and non-employee screening requirements, safety protocols, computer systems, phone systems, camera systems, access control procedures, alarm response, emergency procedures, reporting expectations, and other SOC-specific requirements.

SOC Operators shall maintain close coordination with District Security personnel, field guards, Site Leads, Shift Supervisors, contractors, emergency responders, and any off-duty law enforcement personnel assigned to the District, as applicable.

SOC Operators shall promptly report incidents, unusual activity, security concerns, safety concerns, system issues, and other reportable events in accordance with District procedures and emergency response requirements. If a situation requires police, fire, or emergency medical intervention, SOC Operators may contact and coordinate 911 response.

SOC Operators are expected to be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

SOC Operators shall maintain a clean, organized, and professional work area.

Timely, accurate, detailed, and professional reports are mandatory for this post. Reports shall document incidents, activities, notable observations, notifications, actions taken, and other information required by District procedures, post orders, or direction from District Security.

SOC Operators are expected to help ensure that District security procedures, post orders, reporting expectations, and communication protocols are followed at all guard posts.

SOC Operators shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

SOC Operators shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

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EQUIPMENT LIST SPECIFIC TO M.U.D. HEADQUARTERS

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, interior and exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Cell phone	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

EQUIPMENT LIST SPECIFIC TO M.U.D. HEADQUARTERS SOC

Item Description	Supplied By
Two-way radio	District
Complete approved uniform, including summer and winter uniform items	Contractor
Professional-grade LED flashlight suitable for emergency response, post duties, and low-light conditions. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Cell phone	District

APPENDIX B
OPERATING & CONSTRUCTION CENTER 1
3100 South 61st Avenue
Omaha, Nebraska

OPERATING CENTER MAIN SECURITY DESK AND ROVER

24 hours per day, seven days per week, including weekends and District-recognized holidays

The guards assigned to the Operating Center Main Security Desk and Rover posts shall monitor site-specific cameras, alarms, access control activity, and other assigned security systems. The guards provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guards must be familiar with and/or become proficient with the District's security technology, including Genetec and any other District-approved security systems used at the post. The Main Security Desk guard shall meet, screen, and assist employees, contractors, visitors, and other non-employees entering through the main entrance.

The guard shall issue visitor passes to non-District employees who are not visiting public access areas, using the District's electronic visitor management system or other District-approved process.

The Contractor shall comply with all applicable federal, state, and local requirements related to training, medical screening, drug screening, alcohol screening, personnel surety, and other requirements applicable to the facility or post. Any fines or penalties levied against the District due to the Contractor's failure to comply with applicable requirements shall be reimbursed to the District by the Contractor.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding controlled access systems, employee and non-employee screening requirements, visitor management, computer systems, phones, security camera controls, door systems, safety procedures, patrol rounds, alarm response, and other post-specific requirements.

The guard shall keep the assigned work area clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the applicable emergency contact list.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the applicable emergency contact list.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

The Roving Security Guard shall patrol the property unless otherwise dispatched or directed by District Security staff, the Security Operations Center, or applicable post orders. Additional patrol points may be designated by District Security as needed.

Shift reports and daily activity reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

OPERATING CENTER SOUTH GATE

Monday through Friday, 0630 to 1630, excluding District-recognized holidays

The guard assigned to the Operating Center South Gate shall monitor traffic entering and exiting the facility through the South Gate. The guard shall support access control, traffic flow, visitor and contractor processing, reporting, and other assigned gate duties.

The guard must be familiar with gate operating functions, electronic camera controls, computer programs, access control procedures, and visitor management processes. The guard provides a visible security presence, supports deterrence, and assists with response to incidents or concerns relating to security, safety, access control, and facility operations.

The visitor management system shall be used to document the entry and exit of all visitors and contractors, unless otherwise directed by the District.

The Contractor shall comply with all applicable federal, state, and local requirements related to training, medical screening, drug screening, alcohol screening, personnel surety, and other requirements applicable to the facility or post. Any fines or penalties levied against the District due to the Contractor's failure to comply with applicable requirements shall be reimbursed to the District by the Contractor.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding employee and non-employee screening requirements, visitor management, safety procedures, computer systems, phones, gate operations, emergency procedures, and other post-specific requirements.

The guard shall keep the assigned work area clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the applicable emergency contact list.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the applicable emergency contact list.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

OPERATING CENTER NORTH GATE

Monday through Friday, 0630 to 1630, excluding District-recognized holidays

The guard assigned to the Operating Center North Gate shall monitor traffic entering and exiting the facility through the North Gate. The guard shall support access control, traffic flow, visitor and contractor processing, reporting, and other assigned gate duties.

The guard must be familiar with gate operating functions, electronic camera controls, computer programs, access control procedures, and visitor management processes. The guard provides a visible security presence, supports deterrence, and assists with response to incidents or concerns relating to security, safety, access control, and facility operations.

The visitor management system shall be used to document the entry and exit of all visitors and contractors, unless otherwise directed by the District.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding employee and non-employee screening requirements, visitor management, safety procedures, computer systems, phones, gate operations, emergency procedures, and other post-specific requirements.

The guard shall keep the assigned work area clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the applicable emergency contact list.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the applicable emergency contact list.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO OPERATING CENTER MAIN SECURITY DESK AND ROVER

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, interior and exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars, required for Rover post	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

EQUIPMENT LIST SPECIFIC TO OPERATING CENTER SOUTH GATE

Item Description	Supplied By
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for post duties, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor
Cell phone	Contractor

EQUIPMENT LIST SPECIFIC TO OPERATING CENTER NORTH GATE

Item Description	Supplied By
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for post duties, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Contractor Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor
Cell phone	Contractor

APPENDIX C

CONSTRUCTION CENTER 2 — CC2

**10402 Potter Street
Omaha, Nebraska 68122**

CONSTRUCTION CENTER 2 GUARD / ROVER

24 hours per day, seven days per week, including weekends and District-recognized holidays

The Construction Center 2 Guard/Rover shall support access control, visitor and contractor processing, patrol activity, incident response, reporting, and other assigned security duties at Construction Center 2.

The guard shall monitor traffic entering and exiting the facility, verify authorized access, support visitor and contractor processing, monitor site-specific cameras and alarms as applicable, and provide general security and surveillance of the immediate grounds.

The guard must be familiar with gate operating functions, electronic camera controls, access control procedures, visitor management processes, patrol requirements, emergency procedures, and any District-approved security systems used at the post.

The visitor management system shall be used to document the entry and exit of all visitors and contractors, unless otherwise directed by the District.

The guard shall patrol the property unless otherwise dispatched or directed by District Security staff, the Security Operations Center, or applicable post orders. Additional patrol points may be designated by District Security as needed.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding employee and non-employee screening requirements, visitor management, controlled access systems, safety procedures, patrol rounds, security camera controls, computer systems, phones, gate operations, emergency procedures, and other post-specific requirements.

The guard must be legally authorized to operate a motor vehicle and shall comply with all District and Contractor vehicle safety requirements, including any required cone method or other District-required vehicle safety practice.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the applicable emergency contact list.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the applicable emergency contact list.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports and daily activity reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO CONSTRUCTION CENTER 2 GUARD / ROVER

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

APPENDIX D
LIQUEFIED NATURAL GAS — LNG PLANT
5801 North 120th Street
Omaha, Nebraska

LNG GUARD

24 hours per day, seven days per week, including weekends and District-recognized holidays

The LNG Guard shall monitor traffic entering and exiting the facility through the gate and shall support general security and surveillance of the immediate grounds. The guard must be familiar with gate operating functions, electronic camera controls, camera systems, alarm response, access control procedures, and applicable computer programs.

The guard is responsible for patrolling the property to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard shall issue visitor passes to all non-District employees and District employees not assigned to the LNG Plant using the District's electronic visitor management system or other District-approved process.

The Contractor shall comply with all applicable federal, state, and local requirements related to training, medical screening, drug screening, alcohol screening, personnel surety, and other requirements applicable to LNG operations, including applicable requirements under 49 CFR Parts 193 and 199, as may be amended or replaced during the term of the Contract. Any fines or penalties levied against the District due to the Contractor's failure to comply with applicable requirements shall be reimbursed to the District by the Contractor.

The guard must be legally authorized to operate a motor vehicle. The guard must be familiar with the facility layout, including alarm zones, and have the ability to provide immediate visual assessment and response to generated alarms as required.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding employee and non-employee screening requirements, safety, patrol rounds, security camera controls, computer programs, controlled access systems, emergency response, and other post-specific requirements.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the LNG Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the LNG Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

LNG ROVING PATROL

Monday through Friday, 0600 to 2200, including District-recognized holidays that fall on a regularly scheduled workday

The LNG Roving Patrol guard is responsible for patrolling the LNG property and facilities to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard may be responsible for screening employee and non-employee access.

The guard may be responsible for providing a security escort for visitors who do not have unescorted access privileges to the site.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding controlled access systems, employee and non-employee screening requirements, safety, patrol rounds, security camera controls, computer programs, emergency response, and other post-specific requirements.

The guard must be legally authorized to operate a motor vehicle. The guard must be familiar with the property layout and have the ability to provide immediate visual assessment and response as needed.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the LNG Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the LNG Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO THE LNG PLANT

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlights assigned to LNG or other designated hazardous locations shall meet applicable site safety requirements, including intrinsically safe or explosion-rated requirements when required by the District or applicable regulation. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions, subject to applicable LNG site safety requirements	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

APPENDIX E
FLORENCE WATER TREATMENT PLANT
9100 John J. Pershing Drive
Omaha, Nebraska

FLORENCE WATER TREATMENT PLANT GUARD

24 hours per day, seven days per week, including weekends and District-recognized holidays

The guard assigned to the Florence Water Treatment Plant shall monitor traffic entering and exiting the facility through the gate and shall support general security and surveillance of the immediate grounds. The guard must be familiar with gate operating functions, electronic camera controls, camera systems, access control procedures, and applicable computer programs.

The guard is responsible for patrolling the grounds of the facility to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard shall issue visitor passes to all non-District employees using the District's electronic visitor management system or other District-approved process.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding employee and non-employee screening requirements, safety issues, camera systems, computer programs, patrol rounds, visitor management, emergency response, and other post-specific requirements.

The guard must be legally authorized to operate a motor vehicle.

The guard shall follow established procedures for facilitating facility access to the general public for the sale of water.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the Florence Water Treatment Plant Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the Florence Water Treatment Plant Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO THE FLORENCE WATER TREATMENT PLANT

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

APPENDIX F
PLATTE SOUTH WATER TREATMENT PLANT
4001 LaPlatte Road
Bellevue, Nebraska

PLATTE SOUTH WATER TREATMENT PLANT GUARD

24 hours per day, seven days per week, including weekends and District-recognized holidays

The guard assigned to the Platte South Water Treatment Plant shall monitor traffic entering and exiting the facility through the gate and shall support general security and surveillance of the immediate grounds. The guard must be familiar with gate operating functions, electronic camera controls, camera systems, access control procedures, and applicable computer programs.

The guard is responsible for patrolling the grounds of the facility to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard shall issue visitor passes to all non-District employees using the District's electronic visitor management system or other District-approved process.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding controlled access systems, employee and non-employee screening requirements, safety, patrol rounds, security camera controls, computer programs, visitor management, emergency response, and other post-specific requirements.

The guard must be legally authorized to operate a motor vehicle.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the Platte South Water Treatment Plant Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the Platte South Water Treatment Plant Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO THE PLATTE SOUTH WATER TREATMENT PLANT

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

APPENDIX G

PLATTE WEST WATER TREATMENT PLANT

**21212 West Q Road
Elkhorn, Nebraska**

PLATTE WEST WATER TREATMENT PLANT GUARD

24 hours per day, seven days per week, including weekends and District-recognized holidays

The guard assigned to the Platte West Water Treatment Plant shall monitor traffic entering and exiting the facility through the gate and shall support general security and surveillance of the immediate grounds. The guard must be familiar with gate operating functions, electronic camera controls, camera systems, access control procedures, alarm zones, and applicable computer programs.

The guard is responsible for patrolling the grounds of the facility to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard shall issue visitor passes to all non-District employees using the District's electronic visitor management system or other District-approved process.

The guard must be familiar with the facility layout, including alarm zones, and have the ability to provide immediate visual assessment and response to generated alarms as required.

The guard must be legally authorized to operate a motor vehicle.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding controlled access systems, employee and non-employee screening requirements, safety, patrol rounds, security camera controls, computer programs, visitor management, emergency response, and other post-specific requirements.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the Platte West Water Treatment Plant Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the Platte West Water Treatment Plant Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

PLATTE WEST WELL FIELDS GUARD

24 hours per day, seven days per week, including weekends and District-recognized holidays

The Platte West Well Fields Guard is responsible for patrolling the well fields to provide a visible security presence, support deterrence, and assist with response to incidents or concerns relating to security, safety, access control, and facility operations.

The guard may be responsible for screening employee and non-employee access.

The guard and/or guard supervisor will receive more detailed instructions from District personnel regarding controlled access systems, employee and non-employee screening requirements, safety, patrol rounds, security camera controls, computer programs, emergency response, and other post-specific requirements.

The guard must be legally authorized to operate a motor vehicle.

The guard must be familiar with the well field layout, including the location of wells and the roadways in Saunders and Douglas County connecting them, and have the ability to provide immediate visual assessment and response as needed.

The guard shall keep the assigned work area, vehicle, and post equipment clean, organized, and professional in appearance.

The guard shall immediately report incidents, unusual activity, safety concerns, security concerns, and other reportable events in accordance with District procedures, post orders, and the Platte West Water Treatment Plant Emergency Phone List.

If the guard believes that a situation requires police, fire, or emergency medical intervention, the guard may call 911. Any time 911 is called, notification shall be made in accordance with District emergency notification procedures and the Platte West Water Treatment Plant Emergency Phone List.

The guard shall be attentive, courteous, and professional when interacting with District employees, customers, contractors, visitors, emergency responders, and members of the public. Non-business conversation shall be limited and shall not interfere with assigned duties.

Shift reports are required for this post. Reports shall be timely, accurate, complete, professional, and submitted in accordance with District-approved procedures.

Security Guards shall not speak with media representatives, provide statements, release information, or share District-related photographs, video, audio, reports, or records unless specifically authorized by the District. Any media inquiry or outside request for information shall be referred immediately to the District.

Security Guards shall maintain strict confidentiality concerning District operations, security procedures, personnel matters, investigations, customer information, access control activity, video surveillance, alarms, reports, and any other information obtained while performing duties under the Contract.

EQUIPMENT LIST SPECIFIC TO THE PLATTE WEST WATER TREATMENT PLANT

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

EQUIPMENT LIST SPECIFIC TO THE PLATTE WEST WELL FIELDS

Item Description	Supplied By
Two-way radio, if required by the District	District
Complete approved uniform, including summer and winter uniform items	Contractor
Inclement weather clothing, including rain gear and cold-weather gear	Contractor
Professional-grade LED flashlight suitable for patrol duties, exterior inspections, vehicle checks, low-light conditions, and emergency response. Flashlight shall have a minimum output of 500 lumens, durable construction, weather-resistant design, and practical runtime suitable for assigned duties. Flashlight shall be rechargeable or use readily available replacement batteries. Replacement batteries, chargers, or replacement flashlights shall be readily available as needed.	Contractor
Mobile spotlight suitable for patrol, vehicle checks, exterior inspections, and low-light conditions	Contractor
Equipment or system necessary to verify that guard rounds are being completed. The system shall be electronic and allow the District immediate and independent access to guard round information.	Contractor
Motorized vehicle marked as a security vehicle and suitable to perform patrols and assigned duties in all weather conditions	Contractor
Cell phone	Contractor
Binoculars	Contractor
High-visibility safety vest with reflective "SECURITY" lettering on the back	Contractor

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MUD LIST OF OBSERVED HOLIDAYS

An observed holiday is considered a scheduled workday for all guards who normally would have been scheduled to work on that day had it not been designated as a holiday. If the Holiday falls on a weekend, the District will award the Holiday to its employee's on a Monday or Friday, and the Contractor shall do the same.

Guards who are scheduled to work and actually work on a recognized holiday shall be compensated for eight (8) hours at straight-time for the Holiday, plus pay for the hours worked up to a maximum of eight (8) hours. Guards who are allowed time off on a scheduled workday to observe a holiday will receive pay at basic wage rates for eight (8) hours.

<u>Month</u>	<u>Holiday Description</u>
January	New Years Day
January	Martin Luther King Day
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
November	Day After Thanksgiving
December	Christmas Day

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