

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
CITY OF LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS  
FOR  
Annual Supply of Natural Gas and Related Services  
19-212**

**WoodRiver Energy, LLC  
3300 E. 1<sup>st</sup> Ave. Suite 600  
Denver, CO 80206  
308-991-3911**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between WoodRiver Energy, LLC, 3300 E 1<sup>st</sup> Ave., Suite 600, Denver, CO, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Supply of Natural Gas and Related Services**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response which is broken out as an NNGVENT rate of .075 per MMBtu and pass through fees from Black Hills Energy for Winter/Summer Capacity, Daily Balancing Fees, and Energy Pooling for a total cost of .97 per MMBtu plus the cost of gas, a copy thereof being attached to and made a part of this Contract. The Owners shall contract for gas with the Contractor based on MDQ and monthly usage rates which will be established for each account for the duration of the contract. The cost of products or services for City Departments shall not exceed \$1,302,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$43,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public**

**Building Commission shall not exceed \$42,000.00 during the contract term without approval by the Board of the Public Building Commission.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations,

and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties for preliminary planning and transfer of accounts. Supply of gas to all accounts shall be a total of four (4) years from November 1, 2019 to October 31, 2023 with an option for an additional four (4) year term upon mutual agreement by all parties.
10. Scope of Services. Contractor agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner the services set forth herein and in the attachments, on behalf of the Owners. In the event there is a conflict between the terms proposed by Contractor and this Contract, the terms of this Contract shall control.
11. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Addendum 1
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements
  7. Special Provisions for Term Contracts
  8. 2018 Usage Report
  9. Supplier Response Documents
  10. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page  
City of Lincoln-Lancaster County Public Building Commission Signature Page

**Vendor Signature Page**

**CONTRACT**  
**Annual Supply of Natural Gas and Related Services**  
**Bid No. 19-212**  
**City of Lincoln, Nebraska, Lancaster County,**  
**City of Lincoln - Lancaster County Public Building Commission**  
**WoodRiver Energy LLC**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

WOODRIVER ENERGY, L.L.C.  
\_\_\_\_\_  
Name of Organization

LLC  
\_\_\_\_\_  
Type of Organization

3000 E 1st St., Suite 600, Denver CO 80206  
\_\_\_\_\_  
Address

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

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

**IF AN INDIVIDUAL:**

Jo Nanette Moak, Administrative Manager  
\_\_\_\_\_  
Name

(Same as above)  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature  
Dated: September 19, 2019



City of Lincoln Signature Page

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**CONTRACT**  
**Annual Supply of Natural Gas and Related Services**  
**Bid No. 19-212**  
**City of Lincoln, Nebraska, Lancaster County,**  
**City of Lincoln - Lancaster County Public Building Commission**  
**WoodRiver Energy LLC**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

**ATTEST:**

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

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**CONTRACT**  
**Annual Supply of Natural Gas and Related Services**  
**Bid No. 19-212**  
**City of Lincoln, Nebraska, Lancaster County,**  
**City of Lincoln - Lancaster County Public Building Commission**  
**WoodRiver Energy LLC**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

**Lincoln-Lancaster County Public Building Commission  
Signature Page**

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**CONTRACT  
Annual Supply of Natural Gas and Related Services  
Bid No. 19-212  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
WoodRiver Energy LLC**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

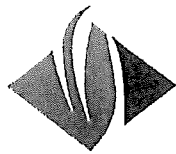
ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_





WoodRiver Energy LLC

NATURAL GAS SALES AGREEMENT
Dated September 19, 2019

WOODRIVER ENERGY, L.L.C.
3300 E. 1st Ave., Suite 600
Denver, CO 80206-5809

City of Lincoln & Lancaster County
440 So. 8th Street, Suite 200
Lincoln, NE 68508

Attn: Stacci Urbom
Phone: 308-991-3911
Email: stacci.urbom@woodriverenergy.com

Attn: Robert Walla, Purchasing Agent
Phone: 402-441-8103
Email: rwalla@lincoln.ne.gov
Bill To Attn:
Address:
Bill to Email:

Term: Supply of natural gas to all accounts shall be a total of four (4) Years beginning November 1, 2019 to October 31, 2023 with an option for an additional four (4) year term upon mutual agreement by all parties.

Pipeline: NNG LDC: Black Hills Energy
Facility Name / Service Address Acct.No.: Meter:
SEE ATTACHED "METER EXHIBIT"

Contract Price: (fully described on attached Exhibit A – page 2 of the Natural Gas Sales Agreement)

Special Provisions:
This contract is subject to "General Terms & Conditions" fully detailed on "Page 7" of the Natural Gas Sales Agreement.

WOODRIVER ENERGY, L.L.C.
(Seller)

LANCASTER COUNTY
(Buyer)

[Handwritten signature of Jo Nanette Moak]

By: Jo Nanette Moak
Title: Administrative Manager

Date: September 25, 2019

\_\_\_\_\_

By:
Title:

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

Exhibit 'A'

Attached to and made a part of the Natural Gas Sales Agreement by and between WoodRiver Energy, L.L.C. (Seller) and City of Lincoln & Lancaster County (Buyer)

Confirmation Date: September 19, 2019

Contract Price: The Base Contract Price for the Monthly Quantity described hereinbelow shall be defined as the first of the month index price for Northern Natural Gas - Ventura as published in "Inside FERC's Gas Market Report" plus the administrative fee of \$0.20 per MMBtu plus the Owner(s) Winter Capacity Release Cost released by Black Hills Energy based on the annual MDQ assigned by Black Hills Energy at the NNG Maximum Tariff Reservation rate (Capacity Release Cost will be calculated for each of the Buyer(s) contracted meters at the Maximum Tariff Reservation Rate multiplied by the assigned MDQ for November to March (5 months) renewed annually and implemented on November 1st for all subsequent years under this agreement. The cost will be prorated out on a monthly basis and billed equally over 12 billing months starting November 1, 2019), plus any applicable sales taxes and local franchise fees for volumes delivered to meter.

Estimated Monthly Quantities (in MMBtu's)

SEE ATTACHED "METER EXHIBIT"

Total Estimated Volumes: 434,668 MMBtu (108,667 Annual MMBtu)

\*The buyer has the right to convert the contracted price to a fixed price for any specific quantity based upon mutually agreeable, executable market pricing. Seller will provide a separate confirmation of any such agreement as an amendment to this Agreement.

Special Provisions:

- (1) LDC charges are the sole responsibility of Buyer. If the transporting pipeline(s) or LDC are granted charges in their tariffs by the regulatory authorities, any additional tariff charges will be the responsibility of the Buyer.
(2) All applicable sales taxes and local franchise fees for volumes delivered to the meter will be the responsibility of the buyer.
(3) Both parties acknowledge and agree that Buyer's Contract Documents shall take precedence over the attached General Terms and Conditions where contradictions may be present.
(4) Both parties acknowledge and agree with respect to General Terms and Conditions Paragraph 3 Quantity, shall be deleted in its entirety and replaced with "Buyer will not have multiple transport providers on accounts that Seller is currently supplying gas to."
(5) Both parties acknowledge and agree with respect to General Terms and Conditions Paragraph 6 Delivery and Price, the administrative fee referenced shall be the Gas Daily Daily (midpoint average) for Northern Natural Gas - Ventura plus \$0.20 per MMBtu (comprised of Supply cost of \$0.075, Black Hills Energy Balancing cost of \$0.075 and Black Hills Energy Aggregation cost of \$0.05) and gas sold as Gas Daily Daily (midpoint average) for Northern Natural Gas - Ventura flat.

WOODRIVER ENERGY, L.L.C. (Seller)

LANCASTER COUNTY (Buyer)

[Handwritten signature of Jo Nanette Moak]

By: Jo Nanette Moak Title: Administrative Manager

By: Title:

Date: September 25, 2019

Date:

"METER EXHIBIT"

Attached to and made a part of the Natural Gas Sales Agreement by and between  
WoodRiver Energy, L.L.C. (Seller) and City of Lincoln & Lancaster County (Buyer)

**Confirmation Date:** September 19, 2019

Facility Name	Lancaster County Jail	Police Garage	LPD- Huntington	Fire #1	Fire #5
Address	3801 W O St	635 J St	4843 Hunnington	1801 Q St	3640 Touzalin Ave
Account	9373472452	686245788	2562719130	4236052048	4236052048
Meter	NGM963886	NGM943693	NGM933441	NGM840720	ILA036774
January	470	300	130	265	140
February	450	240	145	215	115
March	390	140	75	145	50
April	385	120	55	115	45
May	390	5	20	25	10
June	390	1	5	10	5
July	480	1	5	10	5
August	435	1	5	10	5
September	420	1	5	10	5
October	405	15	10	15	5
November	410	95	30	120	40
December	420	245	105	130	40
<b>Total</b>	<b>5,045</b>	<b>1,164</b>	<b>590</b>	<b>1,070</b>	<b>465</b>

Facility Name	Fire #8	Startran	Startran	Startran-Storage	PBC Old City Hall
Address	2760 S 17th St	710 J St.	710 J St	710 J St. Storage	920 "O" St
Account	9179388866	5663717799	8562181618	9571556756	4899544368
Meter	ILA072612	NGM19259	NGM614214	BHE267542	BHE426100

January	150	525	220	215	400
February	130	565	245	210	315
March	80	585	250	150	200
April	65	395	100	95	175
May	15	105	20	-	15
June	10	25	-	-	-
July	5	5	-	-	-
August	5	15	-	-	-
September	5	20	-	-	-
October	10	55	-	-	65
November	45	95	80	30	155
December	55	610	240	165	195
<b>Total</b>	<b>575</b>	<b>3,000</b>	<b>1,155</b>	<b>865</b>	<b>1,520</b>

Facility Name	PBC- HOJ	PBC- JDC	PW- MS/Baldwin Maintenance	PW-S. MS/South Maintenance	PW-MSC 949
Address	555 S 10th St	1200 Radcliffe St	3200 Baldwin Ave	3180 South Street	949 West Bond
Account	9025502984	5789952025	0018985625	9002197822	
Meter	NGM668762	BHE522621	BHE192532	BHE192569	BHE266453

January	40	1,065	345	325	35
February	40	1,015	395	335	40
March	40	680	260	165	35
April	35	925	195	165	35
May	35	585	70	25	5
June	35	260	-	1	-
July	35	185	-	1	-
August	35	185	-	1	-
September	35	225	-	2	-
October	35	470	15	40	-
November	40	600	120	120	-
December	40	845	250	275	15
<b>Total</b>	<b>445</b>	<b>7,040</b>	<b>1,650</b>	<b>1,455</b>	<b>165</b>

Facility Name	PW-MSC 901	P & R Air Park Rec Center	Easterday Rec Center	P & R- Wood's Pool	PW-COL City of Lincoln
Address	901 W Bond St Ste 2	3720 NW 46th St #1	6130 Adams St.	3200 J Street	901 West Bond
Account	9919795915	2129972105	0649273427	5551269845	8198316574
Meter	BHE158021	BHE111594	BHE240183	NGM809452	BHE283695 & BHE 274092

January	1,090	335	130	-	475
February	850	255	180	-	470
March	655	215	115	-	520
April	475	225	35	-	360
May	245	50	5	-	330
June	10	-	-	-	10
July	40	-	-	190	-
August	35	-	-	75	-
September	45	-	-	-	-
October	80	75	15	-	-
November	225	185	60	-	-
December	575	240	115	-	25
<b>Total</b>	<b>4,325</b>	<b>1,580</b>	<b>655</b>	<b>265</b>	<b>2,190</b>

Facility Name	MSC-USAR	PBA	Pershing Center	Lib- Anderson	Lib- Gere
Address	901 West Bond Suite 140	400 Pinnacle Bank Arena Drive	226 S Centennial ML FL IRM2	365 Touzalin Ave	2400 S 56th St
Account	944342970		173312586	7155522249	1611259840
Meter	BHE158613	BHE192564	NGM880807	BHE110288	BHE157869

January	75	100	915	205	575
February	65	105	1,135	205	570
March	55	100	995	130	550
April	35	60	685	125	385
May	15	55	-	100	205
June	-	55	-	-	-
July	-	50	-	-	-
August	-	50	-	-	-
September	-	65	-	-	-
October	-	85	-	90	-
November	15	90	45	215	200
December	45	90	795	265	305
<b>Total</b>	<b>305</b>	<b>905</b>	<b>4,570</b>	<b>1,335</b>	<b>2,790</b>

Facility Name	Lib- BM	Water-N. 27th	Lan Cty Complex	Lan Cty Eng	Lancaster CS
Address	136 S 14th St	2021 N 27th St	444 Cherry Creek Rd, Bldg A	444 Cherry Creek Rd	444 Cherry Creek Rd, Bldg B
Account	9767155918	1212376620		4794899835	7516565112
Meter	NGM670926	BHE138593	NGM860778	BHE307495	BHE193981

January	350	205	95	55	245
February	300	185	110	50	160
March	270	125	90	40	130
April	155	100	45	30	65
May	110	25	40	20	40
June	25	15	10	3	3
July	10	10	5	4	2
August	-	10	5	4	2
September	-	10	5	4	3
October	135	35	10	20	10
November	185	110	40	30	30
December	300	125	65	45	190
<b>Total</b>	<b>1,840</b>	<b>955</b>	<b>520</b>	<b>305</b>	<b>880</b>

Facility Name	Linc Police Dept	PBC	DL Testing	Co-City Mgmt	PB C
Address	1501 N 27th St	555 S 9th St	500 W "O" St	6310 Platte Ave	2145 Y St #1
Account	849678596	985347400	1236871912	170802548	1764208329
Meter	BHE109194	BHE102125	760632	760875	ILA059024

January	3	60	20	30	50
February	5	65	30	35	65
March	5	50	30	25	45
April	3	15	25	10	12
May	2	5	5	5	5
June	2	5	2	2	1
July	2	2	1	1	1
August	2	2	1	1	1
September	2	1	1	1	1
October	2	15	5	5	4
November	3	30	10	15	30
December	4	45	20	25	40
<b>Total</b>	<b>35</b>	<b>295</b>	<b>150</b>	<b>155</b>	<b>255</b>

Facility Name	Lan Cty Mot Veh	K Str Complex	PBC	Lancaster Cty	Lin Dwn tn SC
Address	625 N 46th St	440 S. 8th St	826 J St	601 N 46th St	1005 "O" St
Account	2091368962	3943471856	5628442429	5696676184	6588229945
Meter	BHE102214	BHE231751	BHE274062	BHE261850	BHE110464

January	50	30	10	5	3
February	60	30	10	15	3
March	70	25	10	25	3
April	25	10	10	10	3
May	5	5	10	2	3
June	-	-	9	2	3
July	-	-	9	-	3
August	-	-	9	-	3
September	-	-	9	-	3
October	3	-	9	-	3
November	7	5	10	-	3
December	45	15	10	1	3
<b>Total</b>	<b>265</b>	<b>120</b>	<b>115</b>	<b>60</b>	<b>36</b>

Facility Name	City of Lin	Lan Cty Eng	City of Lin Real Est	City of Lin PD	Theresa - Waste Water
Address	3140 N St	444 Cherry Creek Rd Garage	6320 Platte Ave S	233 S 10 St	2400 Theresa St
Account	7450257378	7955701956	8615127763	9883351261	2646916026
Meter	BHE267539	NGM922028	ILA020038	BHE194159	BHE158315

January	65	90	-	10	3,455
February	80	100	-	10	3,640
March	65	85	-	10	2,515
April	20	30	-	9	2,405
May	10	2	-	9	1,075
June	10	-	-	9	235
July	10	-	-	9	215
August	10	-	-	9	275
September	10	-	-	10	345
October	15	10	-	10	1,235
November	35	40	-	10	1,850
December	55	60	-	10	3,000
<b>Total</b>	<b>385</b>	<b>417</b>	<b>-</b>	<b>115</b>	<b>20,245</b>

Facility Name	Water-Ashland	Wastwater-70th	CO-City Property Mgmt	City of Lincoln
Address	401 Hwy 6	7000 N 70th St	6320 Platte Ave # Cen	901 W Bond St Ste East
Account	6805855247	1974558999	3988195911	3932824719
Meter	BHE273947	BHE112897	ILA 012254	BHE158861

January	4,980	1,815	85	650
February	4,125	2,035	115	1100
March	3,125	1,315	95	310
April	3,065	720	12	50
May	1,025	240	2	0
June	315	55	2	0
July	375	55	4	0
August	430	50	4	0
September	475	50	4	0
October	1,210	325	4	0
November	2,690	790	8	0
December	3,130	1,005	50	500
<b>Total</b>	<b>24,945</b>	<b>8,455</b>	<b>385</b>	<b>2610</b>

### General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement's set out below:

1. **Definition:** Unless otherwise stated, Monthly Index Price shall be based on "Inside FERC's Gas Market Report" or (2) in the Seller's cost of gas only in the event a price is not published for any month(s) during the term of the Agreement.
2. **Term:** Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the Initial Term or any subsequent anniversary date.
3. **Quantity:** Seller agrees to sell and Buyer agrees to purchase 100% of the natural gas requirements of Buyer.
4. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
5. **Imbalances:** Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer's confirmed nomination then the cost is incurred shall be the liability of the Seller. In the event, the local distribution company changes their rules regarding nominating, balancing and imbalances that renders the agreement uneconomical, Seller reserves the right to renegotiate and/or terminate the agreement with written notice to the Buyer.
6. **Delivery and Price:** During the term of any period of daily balancing, operational flow order, or other like circumstance declared by any transporter for any transaction, Seller will use commercially reasonable efforts to secure additional quantities or sell excess quantities of gas requested by transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Daily Contract Quantity, will be billed or credited to buyer as the first quantities through the meter that day at a cost equal to the prices of gas available to Seller at such time, as reasonably determined by Seller. Should Buyer have any fixed or basis price for any portion of the Monthly Quantities, those quantities shall be billed to Buyer as the first quantities through the meter for the month in which those quantities are delivered. To the extent that Buyer's gas consumption varies from the first-of-the-month nominations, Seller may invoke charges based upon the difference between the cost of gas at the first-of-the-month price and the cost of gas during the month during the month such variations occurs. Unless agreed otherwise, the intra-month price for all such additional or excess supply purchased shall be Seller's cost plus the administrative fees or sold shall be Seller's sales price minus \$0.10 per MMBtu and all pipeline and LDC charges (if any).
7. **Billing and Payment:** Seller shall e-Bill the Buyer on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and sum payable by ACH to Seller from Buyer. Buyer may pay by ACH to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, based on net fifteen (15) days from the billing date. With the exception of e-Bill arrangements all monthly billing may be subject to a \$5.00 per month per invoice processing fee. Billing unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one and one half percent (1 ½%) per month or the maximum rate allowed by law, whichever is less.
8. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.
9. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/ or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.
10. **Title & Possession:** Buyer shall take title, possession and control of the gas not later than at the Point of Delivery.
11. **Force Majeure:** An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities. Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.
12. **Laws and Regulation:** This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.
13. **Assignment:** Buyer may not assign any of its rights or obligations under this Agreement; except that Buyer may assign this Agreement in connection with the sale or transfer of the real property associated with the delivery point hereunder, provided that Seller shall have received written notice from Buyer thereof, and Seller shall have been provided with certified copies of the instruments properly evidencing such sale or transfer, and further provided that any such proposed assignee shall have satisfied the credit requirements of this Agreement and shall have executed and delivered to Seller all documents required by Seller in order to be bound by this Agreement. Any assignment by Buyer in accordance with the foregoing sentence shall not become effective until the first day of the calendar month next following the date upon which all of the foregoing requirements have been satisfied. As energy and natural gas are necessities of the Buyer, an Asset sale of the business whereby the Buyer is no longer operating, Buyer shall deem this natural gas contract as an Asset of the business and the Agreement shall be Assigned to the new entity.  
Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.  
Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.
14. **Confidentiality:** The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.
15. **Agreement & Confirmation:** In order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.
16. **Limitations:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
17. **Disclaimer:** The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.
18. **Pipeline Charges:** To the extent the Buyer exceeds the first-of-the-month nomination the excess price will include the incremental cost of transport, applicable fuel, L & U charges and balancing (if any). \_\_\_\_\_ Buyer's Initials



**EXHIBIT A - NEBRASKA**

**End User/Customer Transport Authorization Form**

The undersigned End User/Customer hereby notifies Black Hills/Nebraska Gas Utility Company, LLC d/b/a Black Hills Energy (Company") that the marketer named below is authorized as agent to receive information for each of the account numbers listed. End User authorizes marketer to execute any additional agreements with Company as required in accordance with the Company's current transportation requirements or tariff to facilitate delivery of gas to End User's facility. End User acknowledges that transportation service is subject to Company's General Rules and Regulations and Company's Transportation Services Terms and Conditions. End User shall remain primarily and ultimately responsible to Company for the charges applicable to transportation service regardless of whether End User designates a third party as End User's Pay Agent for receiving and paying the invoices. Company will adhere to this End User marketer selection until another End User marketer selection is submitted to Company or End User requests to go back to the sales rate.

**Customer Information**

**Legal Name:** City of Lincoln and Lancaster County

**Mailing Address:** 440 So. 8th Street, Suite 200, Lincoln NE 68508

**Contact Name:** Robert Walla, Purchasing Agent

**Phone Number:** 402-441-8103 **Fax Number:** \_\_\_\_\_ **Email:** rwalla@lincoln.ne.gov

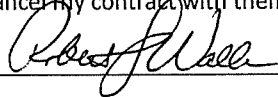
Account Number	Service Address	Account Number	Service Address
1	_____	6	_____
2	_____	7	_____
3	_____	8	_____
4	_____	9	_____
5	_____	10	_____

**DUE TO PRIVACY REQUIREMENTS, SEPARATE CUSTOMER CONSENT SIGNATURE REQUIRED:** \_\_\_\_\_ Date    /    /   

**Consumption History - \$10.00 charged to Marketer per Account per year.**

End User authorizes Marketer to perform the items checked below for the accounts referenced above.

- Transportation Service** – Marketer will supply End User's Gas Cost and bill directly to End User (Firm or Interruptible status is unchanged)
- I am a new transportation customer with no existing contract for services.
- I am a current transportation customer and I understand that it is my responsibility to contact my current Marketer that I am requesting to cancel my contract with them. Effective 11/1/2019, I am requesting to move to WoodRiver Energy LLC (Marketer).

Signature  Printed Name Robert Walla, Date 9/20/19  
Purchasing Agent

**Company Invoice Options for Transportation Service (\*must choose one)**

- \*End User Acts as Pay Agent** – End User will receive their Invoice(s) and submit payment to Company
- \*Marketer Acts as Pay Agent** – Marketer will receive End User's Invoice(s) and submit payment to Company  
 Marketer Name: \_\_\_\_\_  
 Marketer Billing Address: \_\_\_\_\_  
 Marketer Authorized Signature: \_\_\_\_\_
- \*Other Entity Acts as Pay Agent** – Other Entity will receive End User's Invoice(s) and submit payment to Company  
 Other Entity Name: \_\_\_\_\_  
 Other Entity Billing Address: \_\_\_\_\_  
 Other Entity Authorized Signature: \_\_\_\_\_

End User Receives Duplicate Bill  End User Invoice paid via EFT

**Customer Authorization Signature:**  **Date:** 9/20/19  
**Printed Authorization Name:** Robert Walla, Purchasing Agent

**Marketer Information**

**Legal Name:** WoodRiver Energy LLC **Effective Bill/NomMo/Yr** 11 / 1 / 2019

**Mailing Address:** 3300 E. 1<sup>st</sup> Ave., Suite 600, Denver CO 80206

**Contact Name:** Jo Nanette Moak

**Phone Number:** 719-263-5720 **Fax Number:** \_\_\_\_\_ **Email:** Jo.moak@woodriverenergy.com

**Marketer Authorization Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Printed Authorization Name:** \_\_\_\_\_

By execution hereof, Pay Agent/Marketer confirms that it accepts its designation and appointment for customer and agrees to act as Pay Agent/Marketer in accordance with the terms hereof and the transportation service agreement(s) that Customer has executed.

Please fax the completed form to Company's Transportation Analyst at 402-829-2662

**ADDENDUM #1**  
**Issue Date: 08/13/2019**  
**Bid No. 19-212**  
**ANNUAL SUPPLY OF NATURAL GAS AND RELATED SERVICES**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

- 1) Attachment A: Are any of the accounts classified at the utility level as being interruptible?  
Answer: The Owners do not have any interruptible accounts.
  
- 2) Attachment A: When you say that the Lancaster EC (4) volumes are currently piggybacking the City/County contract, are you saying these volumes and locations should be excluded from the offers presented by Suppliers?  
Answer: They should be excluded from the volumes but the option should be available for them to piggyback the new contract with the same rates and terms as the COL and Lancaster County.
  
- 3) Attachment A: Why are the Theresa & Wastwater-70<sup>th</sup> MDQ and Volumes omitted from the Total Volumes provided?  
Answer: Adding straight across they are included in the totals and are meant to be part of the totals.
  
- 4) 4.4.2 Vendor must meet with Owner staff at each location where gas is provided once each quarter. Are you defining "each location" as the 7 departments of which usage data has been provided or all 51 meter locations?  
Answer: All locations will be reviewed and visited during the contract term as listed in the specifications or agreed upon in the final contract. More time will be required of accounts with transport service and who require additional assistance with hedging and buying options.
  
- 5) Instructions To Bidders: 2. Bid Security. Is this required?  
Answer: No

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla  
Purchasing Agent

**SCOPE OF WORK  
NATURAL GAS PROVIDER**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission, hereinafter referred to as "Owners", are requesting bids from qualified companies to provide Natural Gas Product and Gas Consulting Services which will provide best value to the Owners.
- 1.2 The Owners have various locations throughout the City of Lincoln and Lancaster County, NE with 51 accounts with a total volume of 100,517 Dth.
  - 1.2.1 Current Transport locations are listed as an attachment in the Bid Attachment section on the Ebid system.
    - 1.2.1.1 Vendor shall determine a purchase strategy for the Owners utilizing transport or other options for all locations.
  - 1.2.2 Building locations may be added or removed during the term of the awarded contract upon request by the Owners without penalty or fees.
    - 1.2.2.1 Any change to the awarded contract must be issued as a written amendment approved by all parties.
- 1.3 The gas supplied, and consulting service pricing shall include all labor, supervision, materials, tools, supplies, permits and licenses required to provide the product and services.
- 1.4 Owners accounts for various transport locations and volume for 2018 can be found in the Bid Attachment section on the Ebid system.
  - 1.4.1 The current local utility provider for the piping and meters in Lincoln and Lancaster County is Black Hills Energy.
  - 1.4.2 The list of accounts on Attachment A may not be inclusive of all Owner accounts, especially those which are not currently on transport due to low volumes.
- 1.5 Any deviation or addition to/from the specifications or contract and those in the Ebid must be documented on company letterhead and attached to the Response Attachment section of the Ebid response.
  - 1.5.1 Additional contract documents requested for use in the final contract must be submitted in the Ebid Response Attachment section.
  - 1.5.2 Failure to attach additional documents may result in rejection of bid.
  - 1.5.3 The Owners reserve the right to reject bids which reference terms that conflict with the contract attached to the Ebid or the specifications.
- 1.6 Vendor must submit their bid and all attachments via the City/County Ebid system.
  - 1.6.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.6.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type bid in search box  
click on "supplier registration"  
follow instructions to completion.
- 1.7 All inquiries regarding specifications or bid documents shall be directed via e-mail request to Bob Walla, Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)).
  - 1.7.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.

- 1.7.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
- 1.7.3 Vendors are not allowed to discuss this bid with any employee or elected official other than the City/County Purchasing Staff through the award process.
  - 1.7.3.1 Failure to follow this requirement may result in immediate disqualification of a bid.

## **2. VENDOR PRICE PROPOSALS**

- 2.1 The Owners are requesting a price per MMBTU for the cost of all fees and charges associated with providing gas to the Owner facilities based on the 2018 report.
  - 2.1.1 The fees and charges will be charged to the Owners in addition to the cost of gas.
  - 2.1.2 The fees and charges being proposed in this bid must be applicable for various types of purchases including but not limited to NYMEX Last Day Settler (LDS), index pricing, Citygate Basis Offer, and fixed price based on IFERC NNG Ventura options.
  - 2.1.3 Vendors shall not charge pass-thru fees and charges of any kind during the contract period that has not been included in the Vendor's bid.
- 2.2 Vendors must attach a narrative on company letterhead which explains how their company will charge the Owner for the fees and charges submitted through this bid process.
  - 2.2.1 The narrative must include how hedge purchases will be made and agreed to by the company and the Owners.
  - 2.2.2 The narrative must include details associated with a fixed price, index price, or any other option that is available.
  - 2.2.3 The narrative shall also include details associated with any other pricing options may be available to the Owners for consideration including but not limited to;
    - \* recommending certain accounts not be on transport due to low volume.
    - \* Splitting out high-volume accounts with lower fees/charges.
    - \* Providing a single charge/fee for all accounts regardless of the size.
- 2.3 Vendor must attach a narrative on company overhead which explains how charges will be made when quantities are lower than or exceed the monthly MDQ for each location. (Define and explain excess and shortfall quantities)
  - 2.3.1 Vendor is responsible for meeting with Owner staff at each location to review MDQ quantities on a quarterly basis, or more often if necessary, to ensure the Owners are not paying for gas which will not be used or would be paying higher rates due to inaccurate MDQ's.
  - 2.3.2 Failure of the Vendor to meet with Owner staff and revise MDQ's on at least a quarterly basis shall result in a credit to the Owner in an amount equal to any additional amount being charged to the Owners for that period of time.

## **3. CONTRACT TERMS**

- 3.1 Initial term of contract shall be for a period of (4) four years from September 15, 2019 – September 14, 2023 with an option for an additional four (4) year renewal term upon mutual consent by both parties.

- 3.1.1 The current contract expires on October 31, 2019. The Owners will continue to receive gas and services from the current provider until the expiration of the current contract.
- 3.1.2 The new contract beginning on September 15, 2019 allows the new Vendor to begin loading information into their system for all Owner locations being served under this contract, and to begin discussion about hedging, and placing winter hedges, for the period beginning on November 1, 2019.
- 3.2 The Owners reserve the right to add, remove or adjust the terms of the contract should there be a substantial change caused by building remodeling, new building construction, building removal, budget restrictions, etc.
  - 3.2.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners.
- 3.3 The awarded contracts will not be assignable without written approval of the Owners in the form of a contract amendment.
- 3.4 Termination of Contract for Convenience may be issued with a sixty (60) day written notice of termination by either party.
  - 3.4.1 In the event of termination for convenience the Owners shall be responsible for payment of products and services which have been delivered prior to the termination notice.
  - 3.4.2 Termination for convenience by the Vendor may result in the Vendor not being considered for future bid solicitations by the Owners.
- 3.5 The Owners may terminate the contract for cause with a thirty (30) day written notice if the Contractor:
  - 3.5.1 Refuses or fails to supply natural gas or natural gas consulting services according to the terms of this contract and/or industry standards.
  - 3.5.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors
  - 3.5.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract
  - 3.5.4 If the Contractor or any Subcontractor employees commit a breach of facility security rules.
  - 3.5.5 Otherwise commits a substantial breach of any provision of the Contract Document.
  - 3.5.6 Vendor will have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time which will be determined by the Owners.
  - 3.5.7 In the event of a serious breach of contract the Owners reserve the right to terminate the contract immediately.

#### **4. CUSTOMER SERVICE REQUIREMENTS**

- 4.1 The type and amount of customer service provided to the Owners is very important.
  - 4.1.1 Vendors must agree to provide the following services listed herein at a minimum throughout the term of the contract.
  - 4.1.2 Failure to agree to the minimum requirements shall result in rejection of bid.
  - 4.1.3 Failure to meet the minimum requirements during the term of the contract may result in termination of the contract for cause.

- 4.2 The Owners require companies to maintain a close business relationship with each of the departments and the Owners Purchasing Division in order to inform the parties of opportunities and buying options which will benefit the Owners.
- 4.3 The Owners require companies to provide a single point of contact with a person at the Vendors office who can answer questions for all accounts, rectify any billing problems, provide reports, and provide buying advice as required.
- 4.4 **MINIMUM SERVICE REQUIREMENTS:**
  - 4.4.1 Vendor must meet with Owner staff at each location where gas is provided within the first 30 days of the contract to review previous buying strategies and develop future buying strategies for the upcoming winter season, and beyond.
  - 4.4.2 Vendor must meet with Owner staff at each location where gas is provided once each quarter following the initial contract initiation meeting throughout the term of the contract unless the department requests that the meetings be held more or less frequently. At a minimum a meeting must be held each year in September or October at all locations to discuss winter hedging options.

**5. INVOICE AND PAYMENT REQUIREMENTS**

- 5.1 Vendors shall provide a sample invoice/statement at time of bid or upon request which outlines the content of the document which will be received by the Owners each month.
- 5.2 If Vendors provide discounts to the Owners for payment in a certain period of time, such discount options shall be made available to the Owners with the details outlined on company letterhead.
- 5.3 The Owners utilize a government P-Card program which allows for immediate payment upon receipt of statements. The Owners wish to utilize this program for payment of natural gas to the awarded Vendor. Vendors shall indicate in the Ebid response if they will accept credit card payment for all statements, and whether or not there are fees associated with this payment option.
- 5.4 All invoices for the Owners accounts must be billed on a monthly basis unless other arrangements are proposed and accepted by the Owners.
- 5.5 All invoices must indicate the exact location name, address, number of MMBTU's, taxes, fees and account number for each location serviced under the awarded contract.
- 5.6 The Owners request a paper statement and electronic payment to enhance the accounts payable process.
- 5.7 Please note that the Lincoln Water System is not tax exempt.
  - 5.7.1 All other accounts of the Owners are tax exempt.
- 5.8 The Owners will not pay for any fees or charges that are not specifically agreed to in the awarded contract including any pass-thru fees or charges.

**6. EVALUATION INFORMATION AND SUBMITTALS**

*(ADDITIONAL SUBMITTALS ARE REQUESTED IN THE SECTIONS ABOVE)*

- 6.1 Bids will be evaluated based on the cost submitted (Adder plus all fees according to the 51 current transport accounts) and the ability of the Vendor to meet the minimum requirements listed in this document, and the Ebid documents.
- 6.2 Bid will be awarded to the lowest, responsive, responsible bidder based on criteria established by the Owners and the ability to meet service requirements.

- 6.3 Vendors who fail to meet the minimum requirements for service associated with this bid will be removed from consideration and declared as not responsible or nonresponsive.
- 6.4 References from current and past customers will be a consideration in the award of this contract.
  - 6.4.1 Vendor must provide references from at least three (3) other accounts which are similar in nature and volume to the Owners account.
    - 6.4.1.1 At least two (2) of the references must be located in Nebraska.
  - 6.4.2 References must list the Contact name, phone number, address, email address, number of locations, total number of MMBTU's per year, total yearly dollar value of account and number of years under contract with the account.
  - 6.4.3 Reference information will be typed on company letterhead and attached to the Response Attachment section of the Ebid response.
- 6.5 Vendor shall provide information on the Vendor's primary contact person (customer service rep) for the Owners accounts.
  - 6.5.1 Information shall be typed on company letterhead and attached to the Response Attachment section of the Ebid response.
  - 6.5.2 Vendor shall provide the name of the customer service rep, how long the person has been with the Vendors company in this capacity, how long the person has been in the natural gas business and a list of other accounts the person is currently servicing.
    - 6.5.2.1 The owners require a customer service rep who has a minimum of (5) five years of experience working with government or private accounts, with multiple locations, and equal to or greater than the gas usage associated with this bid.
  - 6.5.3 Failure to retain a customer service rep with the minimum requirements listed above throughout the term of the contract may result in termination of the contract.
  - 6.5.4 Any proposed replacement of the customer service rep during the contract term must be approved by the Owners in advance of that person taking over the position.
- 6.6 Vendor shall provide a Company Profile which describes its size, location, number of employees and company history.
  - 6.6.1 Limit the size of this document to (2) two single-spaced, single-sided pages.
  - 6.6.2 Vendor shall type this information on company letterhead and attach it to the Response Attachment section of their Ebid response.
- 6.7 Vendor shall attach any licenses or permits related to natural gas supply which is required to do business in the State of Nebraska, Lancaster County, and the City of Lincoln, NE.
  - 6.7.1 Vendor shall attach this information to the Response Attachment section of their Ebid response.
- 6.8 No Vendor will be considered who is not at the present time actively engaged in providing Natural Gas to Commercial/Government customers in the size and quantity of the Owners and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

6.9 The Owners reserve the right to acquire additional information from sources prior to award in order to verify or enhance the information provided by the Vendor.



# INSTRUCTIONS TO BIDDERS

## City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and Informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

04/05/12

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the Invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
- 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. **LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. **INSURANCE**

19.1 All Bidders shall take special notice of the Insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. **EXECUTION OF AGREEMENT**

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- \_\_\_\_\_ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- X   b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City, County and City-County Public Building Commission will sign and date the Contract.
  4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. **TAXES AND TAX EXEMPTION CERTIFICATE**

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. **CITY AUDIT ADVISORY BOARD**

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.

**Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5, Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.



**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

ATTACHMENT A - 2018 HISTORICAL DATA - BLUE HILITED = CURRENT TRANSPORT ACCTS ..... ORANGE HILTE = ACCTS CONSIDERED FOR TRANSPORT IN PAST

	Wastwater/70th	Theresa	Police Garage	LPD - Huntington	Fire #1	Fire #5	Fire #8	Startran	Startran Storage	Total (4)
	BHE112897	BHE158315	NGM943693	NGM933441	NGM840720	LA086774	LA072612	NGM19259	BHE267542	
Jan	1815	3455	300	130	265	140	150	525	215	6995
Feb	2035	3640	240	145	215	115	130	565	210	7295
Mar	1315	2515	140	75	145	50	80	585	150	5055
Apr	720	2405	120	55	115	45	65	395	95	4015
May	240	1075	5	20	25	10	15	105	0	1495
Jun	55	235	1	5	10	5	10	25	0	346
Jul	55	215	1	5	10	5	5	5	0	301
Aug	50	275	1	5	10	5	5	15	0	366
Sep	50	345	1	5	10	5	5	20	0	441
Oct	325	1235	15	10	15	5	10	55	0	1670
Nov	790	1850	95	30	120	40	45	95	30	3095
Dec	1005	3000	245	105	130	40	55	610	165	5355
Total	8455	20245	1164	590	1070	465	575	3000	865	36429
MDQ	74	178	14	6	10	5	6	27	13	333

	RBC-DCH	RBC-HOI	RBC-JDC	PW-MS/Baldwin	PW-S,MS/Soull	PW-MSC 849	PW-MSC 901	P & R - Air Park	P & R - Wood's	PW-COI	Total (2)
	NGM658196	NGM668762	NGM745812	BHE192532	BHE192569	BHE266453	BHE158021	BHE113594	NGM809452	BHE283695	
Jan	400	40	1065	345	325	35	1090	335	0	475	4110
Feb	315	40	1015	395	335	40	850	255	0	470	3715
Mar	200	40	680	260	165	35	655	215	0	520	2770
Apr	175	35	925	195	165	35	475	225	0	360	2590
May	15	35	585	70	25	5	245	50	0	330	1360
Jun	0	35	260	0	1	0	10	0	0	10	316
Jul	0	35	185	0	1	0	40	0	190	0	451
Aug	0	35	185	0	1	0	35	0	75	0	331
Sep	0	35	225	0	2	0	45	0	0	0	307
Oct	65	35	470	15	40	0	80	75	0	0	789
Nov	155	40	600	120	120	0	225	185	0	0	1445
Dec	195	40	845	250	275	15	575	240	0	25	2460
Total	1520	445	7040	1650	1455	165	4325	1580	265	2190	20635
MDQ	18	3	50	18	22	29	59	16	0	3	218

	MSC-USAR	PBA	Pershing	Lib-Anderson	Lib-Gere	Lib-BM	Water-Ashland	Water-N-27th	Total (3)
	BHE158613	BHE192564	NGM880807	BHE110288	BHE157869	NGM670926	BHE273947	BHE138893	
Jan	75	100	915	205	575	350	4980	205	7405
Feb	65	105	1135	205	570	300	4125	185	6690
Mar	55	100	995	130	550	270	3125	125	5350
Apr	35	60	685	125	385	155	3065	100	4610
May	15	55	0	100	205	110	1025	25	1535
Jun	0	55	0	0	0	25	315	15	410
Jul	0	50	0	0	0	10	375	10	445
Aug	0	50	0	0	0	0	430	10	490
Sep	0	65	0	0	0	0	475	10	550
Oct	0	85	0	90	0	135	1210	35	1555
Nov	15	90	45	215	200	185	2690	110	3550
Dec	45	90	795	265	305	300	3130	125	5055
Total	305	905	4570	1335	2790	1840	24945	955	37645
MDQ	6	5	75	11	29	16	233	9	384

	Lancaster Cty EC	Lancaster Cty EC	Lancaster Cty EC	Lancaster Cty EC	Lancaster Cty EC	Total (4)	Lan Cty Complak	Lan Cty Eng	Lancaster Cs	Total (5)
	NGM744893	NGM742830	NGM965444	BHE144762	NGM728983		NGM860778	BHE307495	BHE193981	
Jan	155	170	305	460	445	1535	95	55	245	395
Feb	135	170	275	535	515	1630	110	50	160	320
Mar	75	110	95	255	215	750	90	40	130	260
Apr	75	120	105	125	125	550	45	30	65	140
May	5	10	10	10	15	50	40	20	40	100
Jun	1	10	5	10	0	26	10	3	3	16
Jul	1	1	5	3	0	10	5	4	2	11
Aug	1	2	5	4	0	12	5	4	2	11
Sep	2	2	5	4	0	13	5	4	3	12
Oct	5	10	25	4	15	59	10	20	10	40
Nov	20	65	65	35	30	215	40	30	30	100
Dec	130	260	190	75	200	855	65	45	190	300
Total	290	930	1090	1520	1560	5390	520	305	880	1705
MDQ	9	12	18	22	18	79	6	3	13	22

Lancaster EC is the Event Center. They currently piggyback the City/County contract. These totals are not shown in total section below.

	Lancaster County	Lin Police Dept	PBC	DL Testing	Co-City Mgmt	PBC	Lan Cty Mot Veh	K Str Complex		
	BHE102224	BHE109194	BHE102125	760632	760875	ILA059024	ILA059024	BHE231751	Total (6)	
Jan	85	3	60	20	30	50	50	30	328	
Feb	115	5	65	30	35	65	60	30	405	
Mar	95	5	50	30	25	45	70	25	345	
Apr	12	3	15	25	10	12	25	10	112	
May	2	2	5	5	5	5	5	5	34	
Jun	2	2	5	2	2	1	0	0	14	
Jul	4	2	2	1	1	1	0	0	11	
Aug	4	2	2	1	1	1	0	0	11	
Sep	4	2	1	1	1	1	0	0	10	
Oct	4	2	15	5	5	4	3	0	38	
Nov	8	3	30	10	15	30	7	5	108	
Dec	50	4	45	20	25	40	45	15	244	
<b>Total</b>	<b>385</b>	<b>35</b>	<b>295</b>	<b>150</b>	<b>155</b>	<b>255</b>	<b>265</b>	<b>120</b>	<b>1660</b>	
MDQ	8	0	4	2	2	3	3	2	24	

	Lan Cty Shop	PBC	Lancaster Cty	Lin Dwn In SC	City of Lin	Lan Cty Eng	City of Lin RL Es	City of Lin PD		
	BHE193981	BHE274062	BHE261850	BHE110464	BHE267539	NGM922028	ILA20038	BHE194159	Total (7)	
Jan	260	10	5	3	65	90	0	10	443	
Feb	285	10	15	3	80	100	0	10	503	
Mar	255	10	25	3	65	85	0	10	453	
Apr	75	10	10	3	20	30	0	9	157	
May	40	10	2	3	10	2	0	9	76	
Jun	40	9	2	3	10	0	0	9	73	
Jul	5	9	0	3	10	0	0	9	36	
Aug	3	9	0	3	10	0	0	9	34	
Sep	2	9	0	3	10	0	0	10	34	
Oct	40	9	0	3	15	10	0	10	87	
Nov	110	10	0	3	35	40	0	10	208	
Dec	200	10	1	3	55	60	0	10	339	

Total	1315	115	60	36	385	417	0	115	2443		
MDQ	15	6	1	0	5	5	1	1	34		

City of Lincoln/Lancaster County/PBC Total Usage

	Total Volume												
	Total (1)	Total (2)	Total (3)	Total (5)	Total (6)	Total (7)	Total						
Jan	1725	4110	7405	395	328	443	14406						
Feb	1620	3715	6690	320	405	503	13253						
Mar	1225	2770	5350	260	345	453	10403						
Apr	890	2590	4610	140	112	157	8499						
May	180	1360	1535	100	34	76	3285						
Jun	56	316	410	16	14	73	885						
Jul	31	451	445	11	11	36	985						
Aug	41	331	490	11	11	34	918						
Sep	46	307	550	12	10	34	959						
Oct	110	780	1555	40	38	87	2610						
Nov	455	1445	3550	100	108	208	5866						
Dec	1350	2460	5055	300	244	339	9748						
Total	7729	20635	37645	1705	1660	2443	71817						
MDQ	81	218	384	22	24	34	763						





## 19-212 Addendum 1 WoodRiver Energy Supplier Response

### Event Information

Number: 19-212 Addendum 1  
Title: Annual Supply of Natural Gas and Related Services  
Type: Notice to Bidders  
Issue Date: 8/2/2019  
Deadline: 8/14/2019 12:00 PM (CT)

### Contact Information

Contact: Robert Walla Purchasing Agent  
Address: Purchasing  
440 S. 8th St.  
Suite 200  
Lincoln, NE 68508  
Phone: 1 (402) 441-8309  
Fax: 1 (402) 441-6513  
Email: [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)

## WoodRiver Energy Information

Contact: Stacci Urbom  
Address: 3300 East 1st Avenue, Suite 600  
Denver, CO 80206  
Phone: (888) 510-9315  
Email: stacci.urbom@woodriverenergy.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Stacci Urbom  
Signature

stacci.urbom@woodriverenergy.com  
Email

Submitted at 8/14/2019 10:01:29 AM

## Supplier Note

WoodRiver Energy would like to thank the City of Lincoln and Lancaster County Owners for this opportunity. WoodRiver Energy as a team will always do our best to bring value through timely offers, technical support, and information regarding any LDC and Mainline changes that could effect the Owners. Thank you, Stacci Urbom | VP Sales WoodRiver Energy

## Response Attachments

### City of Lincoln & Lancaster County Data 8.13.19.pdf

Details regarding pending NNG Rate Case (Max Rate) and Full Requirements

### Seller's Primary Contact Information.pdf

WoodRiver Energy contact information

### WoodRiver Energy - List of References .pdf

WoodRiver Energy list of references. Proprietary & Public

### Balnk WRE PR (index).pdf

WoodRiver Energy sample base sales agreement with GT&C

### WRE TC Example.pdf

WoodRiver Energy sample Transaction Confirmation

### WoodRiver Energy 19-20 COI (2).pdf

WoodRiver Energy COI

### NNG Proposed Rate Increas - Maximum Rate.pdf

Supporting document, pending NNG Rate Case

### Response City of Lincoln and Lancaster County - WoodRiver Energy.pdf

WoodRiver Energy Response to Bid 19-212

## Bid Attributes

### 1 Vendor Response - IMPORTANT

I have attached all additional information requested in the specifications to the Response Attachments section of this bid.

Yes

<b>2</b>	<p><b>Electronic Signature</b></p> <p>Please check here for your electronic signature.</p> <p>Yes <input type="checkbox"/></p>
<b>3</b>	<p><b>Instructions to Bidders</b></p> <p>I acknowledge reading and understanding the Instructions to Bidders.</p> <p>Yes <input type="checkbox"/></p>
<b>4</b>	<p><b>Insurance Requirements and Endorsements</b></p> <p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p><b>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</b></p> <p>Yes <input type="checkbox"/></p>
<b>5</b>	<p><b>Specifications</b></p> <p>I acknowledge reading and understanding the specifications.</p> <p>Yes <input type="checkbox"/></p>
<b>6</b>	<p><b>Bid Documents</b></p> <p>I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.</p> <p>Yes <input type="checkbox"/></p>
<b>7</b>	<p><b>Sample Contract</b></p> <p>I acknowledge reading and understanding the sample contract.</p> <p>Yes <input type="checkbox"/></p>
<b>8</b>	<p><b>Government/Corporate Purchase Card</b></p> <p>Will your company accept payment by a Visa/Purchase Card? Yes/No _____</p> <p>1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____</p> <p>2) If yes, do you require payment upon receipt of order? Yes/No _____</p> <p>3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____</p> <p>Yes, 2.9% convenience fee. No, payment is due after delivery (approximately 30 days) <input type="checkbox"/></p>
<b>9</b>	<p><b>Purchase Order, Contract and Delivery Contact</b></p> <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p> <p>Stacci Urbom, stacci.urbom@woodriverenergy.com, 308.991.3911</p>
<b>10</b>	<p><b>Quantities</b></p> <p>I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.</p> <p>Y <input type="checkbox"/></p>

1 1	<b>Contact</b> Name of person submitting this bid: <input type="text" value="Stacci Urborn"/>
--------	---

1 2	<b>Tax Exempt Certification Forms</b> Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) <input type="text" value="Yes"/>
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1 3	<b>U.S. Citizenship Attestation</b> <b>Is your company legally considered an Individual or Sole Proprietor: YES or NO</b>  As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U S Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.  <input type="text" value="NO"/>
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1 4	<b>Agreement to Addendum No. 1</b> Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. <input type="text" value="Yes"/>
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**Bid Lines**

1 Natural Gas Charges and Fees - Yearly Charge Based on 100,517MMBTU's

Enter Yearly Cost of Fees and Charges in the Unit Price Box

Quantity: 4 UOM: Years Unit Price:  Total:

Item Notes: Charges and Fees must include overhead, profit, applicable Black Hills pooling and daily balancing (.125/MMBTU) + Summer/Winter Capacity, and any other costs to be charged to the Owners.

DO NOT INCLUDE ANY COST FOR GAS in this Line Item

Yearly cost is multiplied by 4 (term of contract)

Provide narrative as outlined in the Specifications on the various cost options proposed.

Supplier Notes:

**Response Total: \$388,019.52**

	BHE112897	BHE158315	NGM948693	NGM933441	NGM840720	LLA036774	LLA072612	NGM19259
Jan	1,815	3,455	300	130	265	140	150	525
Feb	2,035	3,640	240	145	215	115	130	565
Mar	1,315	2,515	140	75	145	50	80	585
Apr	720	2,405	120	55	115	45	65	395
May	240	1,075	5	20	25	10	15	105
Jun	55	235	1	5	10	5	10	25
Jul	55	215	1	5	10	5	5	5
Aug	50	275	1	5	10	5	5	15
Sep	50	345	1	5	10	5	5	20
Oct	325	1,235	15	10	15	5	10	55
Nov	790	1,850	95	30	120	40	45	95
Dec	1,005	3,000	245	105	130	40	55	610
<b>Total</b>	<b>8,455</b>	<b>20,245</b>	<b>1,164</b>	<b>590</b>	<b>1,070</b>	<b>465</b>	<b>575</b>	<b>3,000</b>
Total	8,455	20,245	1,164	590	1,070	465	575	3,000
MDQ	74	178	14	6	10	5	6	27
Anticipated Transport Cost	\$ 0.6631	\$ 0.6661	\$ 0.9113	\$ 0.7705	\$ 0.7081	\$ 0.8147	\$ 0.7906	\$ 0.6819
Projected Transport Cost	\$ -1,2253	\$ -1,2309	\$ -1,6898	\$ -1,4237	\$ -1,3084	\$ -1,5054	\$ -1,4609	\$ -1,2600
Full Requirements	\$ 1,268.25	\$ 3,036.75	\$ 174.60	\$ 88.50	\$ 160.50	\$ 69.75	\$ 86.25	\$ 450.00

**Color Legend:**

- Ask BHE to do an MDQ review
- Would Exclude From Transport
- Currently On Sales Service
- Currently On Transport
- Anticipated FO Cost Per Meter
- NNG Current Max Rate @ \$15.153
- NNG Proposed Max Rate @ \$28.00

BHE267542	NGM658196	NGM668762	NGM745812	BHE192532	BHE192569	BHE266453	BHE168021	BHE111594	NGM809452
215	400	40	1,065	345	325	35	1,090	335	-
210	315	40	1,015	395	335	40	850	255	-
150	200	40	680	260	165	35	655	215	-
95	175	35	925	195	165	35	475	225	-
-	15	35	585	70	25	5	245	50	-
-	-	35	260	-	1		10	-	-
-	-	35	185	-	1		40	-	190
-	-	35	185	-	1		35	-	75
-	-	35	225	-	2		45	-	-
-	65	35	470	15	40		80	75	-
30	155	40	600	120	120		225	185	-
165	195	40	845	250	275	15	575	240	-
865	1,520	445	7,040	1,650	1,455	165	4,325	1,580	265
865	1,520	445	7,040	1,650	1,455	165	4,325	1,580	265
13	18	3	50	18	22	29	59	16	-
\$ 1,1387	\$ 0,8972	\$ 0,5108	\$ 0,5381	\$ 0,8265	\$ 1,1456	\$ 13,3163	\$ 1,0336	\$ 0,7672	\$ -
\$ 2,1040	\$ 1,6579	\$ 0,9438	\$ 0,9943	\$ 1,5273	\$ 2,1168	\$ 24,6061	\$ 1,9098	\$ 1,4177	\$ -
\$ 129,75	\$ 228,00	\$ 66,75	\$ 1,056,00	\$ 247,50	\$ 218,25	\$ 24,75	\$ 648,75	\$ 237,00	\$ 39,75

BHE283695	BHE158613	BHE192564	NGM880807	BHE110288	BHE157869	NGM670926	BHE273947	BHE138593	NGM744893
475	75	100	915	205	575	350	4,980	205	155
470	65	105	1,135	205	570	300	4,125	185	135
520	55	100	995	130	550	270	3,125	125	75
360	35	60	685	125	385	155	3,065	100	75
330	15	55	-	100	205	110	1,025	25	5
10	-	55	-	-	-	25	315	15	1
-	-	50	-	-	-	10	375	10	1
-	-	50	-	-	-	-	430	10	1
-	-	65	-	-	-	-	475	10	2
-	-	85	-	90	-	135	1,210	35	5
-	15	90	45	215	200	185	2,690	110	20
25	45	90	795	265	305	300	3,130	125	130
2,190	305	905	4,570	1,335	2,790	1,840	24,945	955	605
2,190	305	905	4,570	1,335	2,790	1,840	24,945	955	1,210
3	6	5	75	11	29	16	233	9	9
\$ 0.1038	\$ 1.4905	\$ 0.4186	\$ 1.2434	\$ 0.6243	\$ 0.7875	\$ 0.6588	\$ 0.7077	\$ 0.7140	\$ 1.1271
\$ 0.1918	\$ 2.7541	\$ 0.7735	\$ 2.2976	\$ 1.1536	\$ 1.4552	\$ 1.2174	\$ 1.3077	\$ 1.3194	\$ 2.0826
\$ 328.50	\$ 45.75	\$ 135.75	\$ 685.50	\$ 200.25	\$ 418.50	\$ 276.00	\$ 3,741.75	\$ 143.25	\$ 90.75



NGM742830	NGM965444	BHE144762	NGM728983	NGM860778	BHE307495	BHE193981	BHE102224	BHE109194	BHE102125
170	305	460	445	95	55	245	85	3	60
170	275	535	515	110	50	160	115	5	65
110	95	255	215	90	40	130	95	5	50
120	105	125	125	45	30	65	12	3	15
10	10	10	15	40	20	40	2	2	5
10	5	10	-	10	3	3	2	2	5
1	5	3	-	5	4	2	4	2	2
2	5	4	-	5	4	2	4	2	2
2	5	4	-	5	4	3	4	2	1
10	25	4	15	10	20	10	4	2	15
65	65	35	30	40	30	30	8	3	30
260	190	75	200	65	45	190	50	4	45
930	1,090	1,520	1,560	520	305	880	385	35	295
1,860	2,180	3,040	3,120	520	305	880	385	35	295
12	18	22	18	6	3	13	8	-	4
\$ 0.9776	\$ 1.2512	\$ 1.0966	\$ 0.8742	\$ 0.8742	\$ 0.7452	\$ 1.1193	\$ 1.5743	\$ -	\$ 1.0273
\$ 1.8065	\$ 2.3119	\$ 2.0263	\$ 1.6154	\$ 1.6154	\$ 1.3770	\$ 2.0682	\$ 2.9091	\$ -	\$ 1.8983
\$ 139.50	\$ 163.50	\$ 228.00	\$ 234.00	\$ 78.00	\$ 45.75	\$ 132.00	\$ 57.75	\$ 5.25	\$ 44.25

760632	760875	ILA059024	ILA059024	BHE231751	BHE193981	BHE274062	BHE261850	BHE110464	BHE267539
20	30	50	50	30	260	10	5	3	65
30	35	65	60	30	285	10	15	3	80
30	25	45	70	25	255	10	25	3	65
25	10	12	25	10	75	10	10	3	20
5	5	5	5	5	40	10	2	3	10
2	2	1	-		40	9	2	3	10
1	1	1	-		5	9		3	10
1	1	1	-		3	9		3	10
1	1	1	-		2	9		3	10
5	5	4	3		40	9		3	15
10	15	30	7	5	110	10		3	35
20	25	40	45	15	200	10	1	3	55
150	155	255	265	120	1,315	115	60	36	385
150	155	255	265	120	1,315	115	60	36	385
2	2	3	3	2	15	6	1	-	5
\$ 1,0102	\$ 0,9776	\$ 0,8914	\$ 0,8577	\$ 1,2628	\$ 0,8642	\$ 3,9530	\$ 1,2628	\$ -	\$ 0,9840
\$ 1,8667	\$ 1,8065	\$ 1,6471	\$ 1,5849	\$ 2,3333	\$ 1,5970	\$ 7,3043	\$ 2,3333	\$ -	\$ 1,8182
\$ 22,50	\$ 23,25	\$ 38,25	\$ 39,75	\$ 18,00	\$ 197,25	\$ 17,25	\$ 9,00	\$ 5,40	\$ 57,75

NGM922028	ILA20038	BHE194159	Montly Totals
90		10	21,211
100		10	20,558
85		10	14,983
30		9	12,174
2		9	4,650
-		9	1,201
-		9	1,265
-		9	1,255
-		10	1,367
10		10	4,229
40		10	8,721
60		10	14,608
417		115	106,222
417		115	111,927
5	1	1	1,094
\$ 0.9085	\$ -	\$ 0.6588	\$ 1,1221
\$ 1.6787	\$ -	\$ 1.2174	\$ 1,4419
\$ 62.55	\$ -	\$ 17.25	\$ 15,933.30



# WoodRiver Energy

**Name:** WoodRiver Energy

**Corporate Mailing Address:** 3300 East 1<sup>st</sup> Ave., Suite 600, Denver, CO, 80206

**Lincoln Nebraska Mailing Address:** 233 South 13<sup>th</sup> St., Ste. 1100, Lincoln, NE 68508

**WoodRiver Energy** - Founded In 2014 with the vision to break the trend of natural gas providers offering the same solutions. We have grown steadily from a lofty idea to a fully staffed team of 31 individuals across 7 states and one Canadian province. WoodRiver Energy's team make up a three-pillar company that encompasses natural gas sales, service and solutions to over 3200 end use customer accounts and more than 10,000 individual meters.

WoodRiver has been serving the City of Fort Dodge, IA since 2017, and the City of Lamar, IA since 2016.

WoodRiver Energy is an approved and bonded supplier in the Black Hills Energy Choice Gas Program serving over 2700 residential, commercial, industrial and agricultural accounts annually.

**President** - Marc Peter (partner) is a seasoned energy professional working all phases of the energy business from production to marketing. Most recently Marc lead an office of 35 that managed all phases of the marketing business- sales, trading, scheduling, contracts and accounting. At WoodRiver, Marc is responsible developing a platform that supports the company's growth objectives.

**VP of Business Development** – Don Krattenmaker (partner) has twenty years of experience in trading and selling natural gas. Most recently he headed up a sales office of 25 people marketing gas in the Rocky Mountain and upper Midwest states. At WoodRiver, Don heads up the company's business development efforts and supports the company's on-going sales and marketing efforts.

**VP of Sales** – Stacci Urbom (partner) has over 20 years of experience of marketing natural gas in Nebraska. In that time, she has developed a wealth of knowledge and experience in the business and the region. With WoodRiver, Stacci is leading the effort to develop WoodRiver's market position in the region.

**Backup Customer Service Contact** - Craig Gertsch has over six years of Natural Gas marketing experience ranging from Small Volume commercial customers to Large Industrial direct tap agricultural customers. Craig's focus is overall account management, Data Analyzing, Account Questions and ensuring the customs needs have been met.



# WoodRiver Energy

## WOODRIVER ENERGY PRIMARY CONTACTS

**Primary Contact:** Stacci Urbom  
**Primary Phone:** (M): 308-991-3911  
**Primary Email:** [Stacci.Urbom@WoodRiverEnergy.Com](mailto:Stacci.Urbom@WoodRiverEnergy.Com)

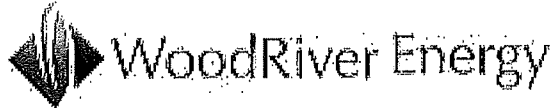
**Secondary Contact:** Craig Gertsch – Backup CSR (More than 5 years of experience in the Lincoln, NE market)  
**Primary Phone:** (M): 515-608-3096  
**Primary Email:** [Stacci.Urbom@WoodRiverEnergy.Com](mailto:Stacci.Urbom@WoodRiverEnergy.Com)

**Administrative Contact:** Jo Moak  
**Primary Phone:** (O): 719-263-5720  
**Primary Email:** [Jo.Moak@WoodRiverEnergy.com](mailto:Jo.Moak@WoodRiverEnergy.com)

**Accounts Receivable:** Lauren Smarch  
**Primary Phone:** (O): 303-955-3096  
**Primary Email:** [Lauren.Smarch@WoodRiverEnergy.com](mailto:Lauren.Smarch@WoodRiverEnergy.com)

**Accounts Payable / Invoicing:** Nancy Fritz  
**Primary Phone:** (O): 720-539-7491  
**Primary Email:** [Nancy.Fritz@WoodRiverEnergy.com](mailto:Nancy.Fritz@WoodRiverEnergy.com)

**WoodRiver Energy's Website:** [www.WoodRiverEnergy.com](http://www.WoodRiverEnergy.com)



NATURAL GAS SALES AGREEMENT

Dated \_\_\_\_\_

**Seller:**

WOODRIVER ENERGY, L.L.C.  
3300 East 1<sup>st</sup> Avenue, Suite 600  
Denver, CO 80206

Attn: Stacci Urbom  
Phone: 308-991-3911  
Email: Stacci.urbom@woodriverenergy.com

**Buyer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Bill To: \_\_\_\_\_  
Email: \_\_\_\_\_

Term: \_\_\_\_ year(s) beginning \_\_\_\_\_ ("the effective date and continuing year to year thereafter unless cancelled by either party giving at least sixty (60) days written notice prior to the end of the initial term or any subsequent anniversary date thereto. The effective date shall thus be the first day of the first of the month in which the Transporting LDC effects delivery of gas to Buyer's facility as a transporter.

Pipeline: \_\_\_\_\_  
Delivery Point/ Facility Address: \_\_\_\_\_

LDC: \_\_\_\_\_  
Acct. Number(s): \_\_\_\_\_  
Meter: \_\_\_\_\_

Contract Price: The Base Contract Price for the Monthly Quantities described on Exhibit "A" shall be defined as a NYMEX, Index or Fixed Price per MMBtu plus the administrative fee and any applicable pipeline charges, taxes and fees.

\*The Buyer has the right to convert the contracted price to a fixed price for any specific quantity based upon a mutually agreeable, executable market price. Seller will provide a separate transaction confirmation of any such agreement as an amendment to this Agreement. Consumption of gas by Buyer above or below the Monthly Quantity may invoice charges based upon the difference between the cost of gas stated above and the then current market cost of gas more fully detailed in Paragraph 6 of the GT&C.

WOODRIVER ENERGY, L.L.C.  
(Seller)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Buyer)  
\_\_\_\_\_  
\_\_\_\_\_

By: Jo Nanette Moak  
Title: Administrative Manager

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

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

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

Exhibit 'A'

Attached to and made a part of the Natural Gas Sales Agreement by and between WoodRiver Energy, L.L.C. (Seller) and \_\_\_\_\_ Buyer)

Dated \_\_\_\_\_

Contract Price: The Base Contract Price for the Monthly Quantity described hereinbelow shall be defined as the first of the month index price \_\_\_\_\_ as published in "Inside FERC's Gas Market Report" plus the administrative fee of \$ \_\_\_\_\_ per MMBtu plus any and all charges to deliver gas to LDC plus LDC's appropriate transportation charges for the facilities including, but not limited to, fuel and lost and unaccounted for gas plus any and all applicable fees and taxes. The price for subsequent terms shall remain the same unless seller notifies Buyer sixty (60) days prior to the end of the initial term or any subsequent terms.

Monthly Quantities (in MMBtu's)

January	_____	May	_____	September	_____
February	_____	June	_____	October	_____
March	_____	July	_____	November	_____
April	_____	August	_____	December	_____

Total Contracted Volumes: \_\_\_\_\_ MMBtu's (\_\_\_\_\_ MMBtu's annually)

\*The buyer has the right to convert the contracted price to a fixed price for any specific quantity based upon mutually agreeable, executable market pricing. Seller will provide a separate confirmation of any such agreement as an amendment to this Agreement.

Special Provisions:

- (1) LDC charges are the sole responsibility of Buyer. If the transporting pipeline(s) or LDC are granted charges in their tariffs by the regulatory authorities, any additional tariff charges will be the responsibility of the Buyer.
- (2) Buyer has the right to change the volumes given Seller notice seven (7) business days prior to the beginning of the next month.

WOODRIVER ENERGY, L.L.C.  
(Seller)

\_\_\_\_\_  
(Buyer)

By: Jo Nanette Moak  
Title: Administrative Manager

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

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

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

### General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement set out below:

1. **Definition:** Unless otherwise stated, Monthly Index Price shall be based on "Inside FERC's Gas Market Report" or (2) in the Seller's cost of gas only in the event a price is not published for any month(s) during the term of the Agreement.
2. **Term:** Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the initial Term or any subsequent anniversary date.
3. **Quantity:** Seller agrees to sell, and Buyer agrees to purchase 100% of the natural gas requirements of Buyer.
4. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
5. **Imbalances:** Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer's confirmed nomination, then the cost incurred shall be the liability of the Seller. In the event, the local distribution company changes their rules regarding nominating, balancing and imbalances that renders the agreement uneconomical, Seller reserves the right to renegotiate and/or terminate the agreement with written notice to the Buyer.
6. **Delivery and Price:** During the term of any period of daily balancing, operational flow order, or other like circumstance declared by any transporter for any transaction, Seller will use commercially reasonable efforts to secure additional quantities or sell excess quantities of gas requested by transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Daily Contract Quantity, will be billed or credited to Buyer as the first quantities through the meter that day at a cost equal to the prices of gas available to Seller at such time, as reasonably determined by Seller. Should Buyer have any fixed or basis price for any portion of the Monthly Quantities, those quantities shall be billed to Buyer as the first quantities through the meter for the month in which those quantities are delivered. To the extent that Buyer's gas consumption varies from the first-of-the-month nominations, Seller may invoke charges based upon the difference between the cost of gas at the first-of-the-month price and the cost of gas during the month during the month such variations occurs. Unless agreed otherwise, the intra-month price for all such additional or excess supply purchased shall be Seller's cost plus the administrative fees or sold shall be Seller's sales price minus \$0.10 per MMBtu and all pipeline and LDC charges (if any).
7. **Billing and Payment:** Seller shall e-Bill the Buyer on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and sum payable by ACH to Seller from Buyer. Buyer may pay by ACH to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, based on net fifteen (15) days from the billing date. With the exception of e-Bill arrangements all monthly billing may be subject to a \$5.00 per month per invoice processing fee. Billing unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one- and one-half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less.
8. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.
9. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.
10. **Title & Possession:** Buyer shall take title, possession and control of the gas not later than at the Point of Delivery.
11. **Force Majeure:** An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities. Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.
12. **Laws and Regulation:** This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.
13. **Assignment:** Buyer may not assign any of its rights or obligations under this Agreement; except that Buyer may assign this Agreement in connection with the sale or transfer of the real property associated with the delivery point hereunder, provided that Seller shall have received written notice from Buyer thereof, and Seller shall have been provided with certified copies of the instruments properly evidencing such sale or transfer, and further provided that any such proposed assignee shall have satisfied the credit requirements of this Agreement and shall have executed and delivered to Seller all documents required by Seller in order to be bound by this Agreement. Any assignment by Buyer in accordance with the foregoing sentence shall not become effective until the first day of the calendar month next following the date upon which all the foregoing requirements have been satisfied. As energy and natural gas are necessities of the Buyer, an Asset sale of the business whereby the Buyer is no longer operating, Buyer shall deem this natural gas contract as an Asset of the business and the Agreement shall be Assigned to the new entity. Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind. Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.
14. **Confidentiality:** The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.
15. **Agreement & Confirmation:** In order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.
16. **Limitations:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
17. **Disclaimer:** The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.
18. **Pipeline Charges:** To the extent the Buyer exceeds the first-of-the-month nomination the excess price will include the incremental cost of transport, applicable fuel, L & U charges and balancing (if any). \_\_\_\_\_ Buyer's Initials





Trigger Confirmation  
Dated \_\_\_\_\_

**Seller:**  
WOODRIVER ENERGY, L.L.C.  
3300 East 1<sup>st</sup> Ave., Suite 600  
Denver, CO 80206

**Buyer:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Stacci Urbom  
Phone: 308-991-3911  
Email: [stacci.urbom@woodriverenergy.com](mailto:stacci.urbom@woodriverenergy.com)

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Term: \_\_\_\_\_  
Price: \$ \_\_\_\_\_ per MMBtu  
Pipeline: \_\_\_\_\_ LDC: \_\_\_\_\_  
Facility Name / Service Address \_\_\_\_\_ Acct.No.: \_\_\_\_\_ Meter: \_\_\_\_\_

Month    Volume                      Month    Volume

Total \_\_\_\_\_

Parties agree that the fixed prices are exclusive of any charges to deliver gas to LDC, Fuel, LDC Transportation charges and fees. Any such fees are the responsibility of the Buyer and shall be charged pursuant to the Natural Gas Sales Agreement. If Buyer fails to return confirmation within 48 hours, the above transaction shall be deemed accurate and accepted by Buyer.

WOODRIVER ENERGY  
(Seller)

\_\_\_\_\_  
(Buyer)

By: Jo Nanette Moak  
Title: Administrative Manager

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

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

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

RATE SCHEDULE TF

RESERVATION RATES	MARKET-TO-MARKET		FIELD-TO- FIELD/MARKET DEMARCATION
	TF12		TFF
	TF12 Base	Variable	
Base Tariff Rates 1/ 2/			
Summer (Apr-Oct)	10.830	10.830	-0- 7.438
Winter (Nov-Mar)	<u>19.495</u>	<u>26.426</u>	<u>28.881</u> <u>13.388</u>

COMMODITY RATES 3/		Market Area 4/ 7/		Field Mileage 6/		Carlton		Out-of Balance 4/	
TF12 Base,	TF12 Var.,	TF5 & TFF	Rate per	100 miles	Surcharge 5/	Maximum	Minimum	Maximum	Minimum
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
Market	Market	0.0365	0.0218			0.0000	0.0000	0.0365	0.0218
Field	Market	0.0365	0.0218	0.0091	0.0044	0.0000	0.0000		
Market	Field			0.0091	0.0044				
Field	Field			0.0091	0.0044			0.0331	0.0160

- 1/ The minimum reservation rate is equal to zero.
- 2/ Northern may charge an average of the maximum TF12 (or TFF) and TF5 rates during the applicable months of service as set forth in the Firm Throughput Service Agreement without exceeding the maximum rate.
- 3/ The applicable Mileage Indicator Districts (MIDs) billing rate will be added to the TF rates for volumes received in the Field Area, or received in the Market Area and delivered to the Field Area. The MIDs rates shown on Sheet Nos. 59-60A represent the maximum Field Area throughput commodity rates for any transaction involving MIDs.
- 4/ The Maximum and Minimum rates include the Market Area Electric Compression commodity rate of \$0.0007 where applicable. In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <http://www.ferc.gov>.
- 5/ Applicable to Market Area shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.
- 6/ Where applicable, the Field Area Electric Compression commodity rate of \$0.0000 and the ACA unit surcharge as set forth on FERC's website at <http://www.ferc.gov> will be added to the mileage based rates.
- 7/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Sheet Nos. 141, 142C and 147.



**Created By:** Stacci Urbom

**Date:** Wednesday, August 14, 2019

**Primary Contact:** Bob Walla, Purchasing Agent

**Primary Phone:** (O): (402) 441-8103 – City/County Purchasing.1

**Primary Email:** ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) / ([purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov))

Page 2 & 3: Supplemental Instructions to Bidders (1.1 – 1.7)

Page 4: Vendor Price Proposal. Partial Requirements (2.1 – 2.3.2)

Page 5: Contract Terms (3.1 – 3.5.7)

Page 6: Customer Service Requirements (4.1 – 4.4.2)

Page 7: Invoice and Payment Requirements (5.1 – 5.8)

Page 8: Evaluation Information and Submittals (6.1 – 6.9)

Page 9: Additional Value Items & Summary



# WoodRiver Energy

## 1.0 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 WoodRiver Energy herein is responding to the City of Lincoln/Lancaster County Purchasing Division notice of Annual Supply of Natural Gas and Related Services Bid No. 19-212

1.2 BHE Meters: (51) Total Volume 100,517 Dth. (1.2.1 – 1.2.2.1 as follows)

- Wastewater-70<sup>th</sup>, BHE112897
- Theresa, BHE158315
- Police Garage, NGM943693
- LPD-Huntington, NGM933441
- Fire #1, NGM840720
- Fire #5, ILA036774
- Fire #8, ILA072612
- Startran, NGM19259
- Startran-Storage, BHE267542
- PBC-OCH, NGM658196
- PBC-HOJ, NGM668762
- PBC-JDC, NGM745812
- PW-MS/Baldwin, BHE192532
- PW-S. MS/South, BHE192569
- PW-MS 949, BHE266453
- PW-MS 901, BHE158021
- P & R – Alr Park, BHE111594
- P & R Wood's, NGM809452
- PW – COL, BHE283695
- MSC-USAR; BHE158613
- PBA, BHE192564
- Pershing, NGM880807
- Lib – Anderson, BHE110288
- Lib – Gere, BHE157869
- Lib – BM, NGM670926
- Water – Ashland, BHE273947
- Water – N. 27<sup>th</sup>, BHE138593
- Lancaster Cty EC, NGM744893
- Lancaster Cty EC, NGM742830
- Lancaster Cty EC, NGM965444
- Lancaster Cty EC, BHE144762
- Lancaster Cty EC, NGM728983
- Lan Cty Complex, NGM860778
- Lan Cty Eng, BHE307495
- Lancaster CS, BHE193981
- Lancaster County, BHE102224
- Linc Police Dept, BHE109194
- PBC, BHE102125



# WoodRiver Energy

- DL Testing, 760632
- Co-City Mgmt, 760875
- PB C, ILA059024
- Lan Cty Mot Veh, ILA059024
- K Str Complex, BHE231751
- Lan Cty Shop, BHE193981
- PBC, BHE274062
- Lancaster Cty, BHE261850
- Lin Dwnth SC, BHE110464
- City of Lin, BHE267539
- Lan Cty Eng, NGM922028
- City of Lin RL Es, ILA20038
- City of Lin PD, BHE194159

WoodRiver Energy has included what is considered the best by Supplier the best purchase strategy for the Owner(s) utilizing transport and or other options for all locations.

Owner(s) will be allowed to add or remove natural gas supply meters and accounts during the term of the awarded contract at upon a written just cause request of the Owner(s) without penalty or fees.

Any change to the awarded contract will be issued as a written amendment approved by ALL parties.

- 1.3 WoodRiver Energy has included in the gas supply offer, ALL labor, supervision, materials, tools, supplies, permits, and licenses required to provide the product and services.
- 1.4 WoodRiver Energy has taken into consideration all of the Owner's natural gas meters supplied in the Bid Attachment and understand (1.4.1/1.4.2) that the list of Black Hills Energy utility accounts may or may not be inclusive of all Owner(s) accounts, especially those which are not currently on transport due to low volumes.
- 1.5 WoodRiver Energy will provide all the requested documents in the E-bid Response Attachment section. (1.5.1 – 1.5.3) WoodRiver understands that failure to provide/attach all supporting documents can result in disqualification in the bid process.
- 1.6 WoodRiver Energy has registered with the City of Lincoln/Lancaster County Purchasing Department (1.6.1 – 1.6.2)
- 1.7 WoodRiver Energy will direct all inquiries regarding this proposal to Bob Walla, Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) (1.7.1 -1.7.3.1) WoodRiver will comply with the purchasing process as described with the understanding that failure to do so may result in immediate disqualification of a bid.



# WoodRiver Energy

## VENDOR PRICE PROPOSAL

2.1 Sellers price per MMBtu for the cost of all fees and charges associated with providing gas to the Buyer/Owner(s) facilities is based on the 2018 report as supplied in this bid.

2.1.1 Seller will invoice the Buyer(s)/Owner(s) at a set cost in addition to the cost of gas.

2.1.2 Sellers fees and charges being proposed in this bid are applicable to various types of purchases including but not limited to NYMEX LDS, index pricing, Citygate Basis Offer, and fixed price based on based on IFERC NNG Ventura options.

2.1.3 WoodRiver Energy will not pass-thru any fees and or charges of any kind that have not been included in the Seller's bid.

2.2 Partial Requirements Index Offer: 4 Year (48 month) Index Price: Inside FERC FOM NNG Ventura posting plus the adder of \$0.20 per MMBtu plus the Owner(s) Capacity Release Cost released by Black Hills Energy based on the annual MDQ assigned by Black Hills Energy at the NNG Maximum Tariff Reservation rate pursuant to the settlement of the pending Norther Natural Gas rate case (see provided attachment).

Capacity Release Cost will be calculated for each of the Buyer(s) contracted meters at the Maximum Tariff Reservation Rate multiplied by the assigned MDQ for November – March (5 months) renewed annually and implemented on November 1 for all subsequent years under this agreement. The cost will be prorated out on a monthly basis and billed equally over 12 billing months starting November 1, 2019.

2.2 Full Requirements Index Offer: 4 Year (48 month) Index Price: Inside FERC FOM NNG Ventura posting plus the adder of \$0.35 per MMBtu plus the Owner(s) Capacity Release Cost released by Black Hills Energy based on the annual MDQ assigned by Black Hills Energy at the NNG Maximum Tariff Reservation rate pursuant to the settlement of the pending Norther Natural Gas rate case (see provided attachment). There are no contracted monthly volumes, no daily or monthly cash outs/truе ups. Full Requirements contracts are not subject to NNG operational flow orders (SOL) charges if any.

Capacity Release Cost will be calculated for each of the Buyer(s) contracted meters at the Maximum Tariff Reservation Rate multiplied by the assigned MDQ for November – March (5 months) renewed annually and implemented on November 1 for all subsequent years under this agreement. The cost will be prorated out on a monthly basis and billed equally over 12 billing months starting November 1, 2019.

2.2.1 Hedged Purchases will be based on a mutually agreed to price between Seller and Buyer(s)/Owner(s) for a specific term. No fixed price orders will be filled without the written consent of the Buyer(s)/Owner(s). No Hedges will exceed 100% of the Buyer(s) contracted usage per meter per month without an amendment to the volumes in the base sales agreement. Hedges are not limited by Seller by number or volume.

2.2.2 Seller will detail in writing to the Buyer(s)/Owner(s) in advance of any hedging, basis locks, volume or MDQ adjustments or any other pricing related change prior for approval prior to any such changes.

2.2.3 Seller is proposing two (2) different pricing options for the Buyer(s)/Owner(s) to consider.

2.3 Excess and Shortfall Volumes will be priced at NNG Ventura Gas Daily Midpoint Average + \$.175 per MMBtu for additional purchases in excess of the FOM volumes for each meter. Shortfalls will be priced at NNG Ventura Gas Daily Midpoint Average Flat for unused volumes sold back for each meter.

In the event of a capacity restricted (SOL) flow period, the Seller may be required to deliver gas up to 100% of the Buyer(s) MDQ as demanded in any such order. Seller will invoice the Buyer at the Seller's cost of gas for any such deliveries if any. Sell will provide a detailed back of any such charges to Buyer(s)/Owner(s).

2.3.1 Supplier will meet with the Buyer(s)/Owner(s) staff at each location to review MDQ quantities on an annual basis. Seller will evaluate the Buyer(s)/Owner(s) assigned MDQ and provide an equitable remedy to reduce costs within the Black Hills

Energy Tariff rules and regulation. This may include returning specific Buyer(s)/Owner(s) accounts back to sales service.

2.3.2 Seller will credit Buyer(s)/Owner(s) for any reduction of MDQ resulting in a credit to the Buyer/Owner in an amount equal to any additional amount being charged to the Buyer(s)/Owner(s) for such period.



# WoodRiver Energy

## CONTRACT TERMS

3.1 Seller Acknowledges that the initial Term of the contract shall be for a period of (4) years from September 15<sup>th</sup>, 2019 – September 14<sup>th</sup>, 2023 with an option for an additional (4) year renewal term upon mutual consent by both parties.

3.1.2 First flow for the buyer will be November 1, 2019.

3.1.2 Seller will communicate with the Owner(s) (buyer) between September 15<sup>th</sup>, 2019 and October 15<sup>th</sup>, 2019 to provide market insight, fixed price options and MDQ allocation relevant to each of the Owner(s) meter locations.

3.2 Buyer(s)/Owner(s) can due to substantial changes to properties, budget, etc. Buyer(s)/Owner(s) can during the term of the agreement add, remove and amend the terms of the agreement by giving written notice to the Seller. Any financial positions will be liquidated at a mutually agreeable price between the Seller and Buyer/Owner.

3.2.1 Adjustments must be made in the form of a written contract amendment signed by both the Seller and the Buyer(s)/Owner(s).

3.3 The awarded contract will not be assignable without written approval of the Buyer(s)/Owner(s) in the form of a contract amendment.

3.4 Termination of Contract for Convenience may be issued with a 60-day written notice of termination by either party.

3.4.1 Buyer will be responsible for payment of products and services which have been delivered prior to the termination notice and may include liquidation costs of any financial positions in place at the time of said termination.

3.4.2 Seller may be excluded from future bid solicitations by invoking such termination.

3.5 Buyer(s)/Owner(s) may terminate the contract for cause with a thirty (30) day written notice if the Seller:

3.5.1 Seller refuses or fails to supply natural gas or natural gas consulting services according to the terms of this contract and/or industry standards.

3.5.2 Seller fails to make payments to Supplier or Subcontractors.

3.5.3 Seller disregards laws, ordinances, or rules. Regulations or orders of a public authority having jurisdiction over the Contract.

3.5.4 Seller or any subcontractor employees commit a breach of facility security rules.

3.5.5 Seller otherwise commits a substantial breach of any provision of the Contract Document.

3.5.6 Seller will have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time which will be determined by the Buyer(s)/Owner(s).

3.5.7 Seller understands that in the event of a serious breach of contract the Buyer(s)/Owner(s) reserve the right to terminate the contract immediately. Termination does not resolve the Buyer(s)/Owner(s) of any financial positions including but not limited to, capacity release, basis and fixed price positions that will require liquidation at a mutually agreeable market price of both parties.



# WoodRiver Energy

## CUSTOMER SERVICE REQUIREMENTS

4.1 Type and amount of customer service requested by Buyer/Owner will be met by the Supplier

4.1.1 Seller agrees to provide at a minimum the services as requested by the Buyer/Owner throughout the term of the contract.

4.1.2 Seller agrees to these minimum requirements.

4.1.3 Seller understands that non-performance of the agreed to service requirements is cause for termination of contract for cause.

4.2 Seller will maintain a close business relationship with each of the departments and the Owner(s)/Buyer(s) Purchasing Division in order to inform the parties of opportunities and buying options which will benefit the Owner(s).

4.3 Owner(s) will have a single point of contact. Based on the size and scope of The City of Lincoln/Lancaster proposal, WoodRiver Energy is providing the Buyer(s)/Owner(s) with the most qualified point of contact to meet the Buyer(s)/Owner(s) needs.

4.4.1 Seller will meet with the Owner(s) between September 15<sup>th</sup> and October 15<sup>th</sup> in the initial year of the contract. Seller will also provide a first invoice review with each Owner in addition to a (6) month performance review and in subsequent years the Seller will at a minimum provide a semi-annual and annual review of Owner accounts. Seller agrees that additional meeting can be requested by the Owner(s) as often as quarterly.

4.4.2 Seller will meet with Buyer/Owner staff at each location where gas is provided once each quarter following the initial contact unless the Buyer/Owner agrees to other meeting terms. At a minimum a meeting will be held each year in September/October at all locations to discuss winter hedging options in addition to other buying opportunities that would benefit the Buyer(s)/Owner(s).





# WoodRiver Energy

## INVOICE AND PAYMENT REQUIREMENTS

- 5.1 Sample invoices and transaction confirmations will be provided at the Buyer(s)/Owner(s) request.
- 5.2 Seller waives any fees for paper invoices provided to Buyer.
- 5.3 P-Card program payments can be made on the Sellers Customer Portal for a 2.9% convenience fee for all statements.
- 5.4 Seller will invoice Buyer(s)/Owner(s) on a monthly basis.
- 5.5 Seller will provide a detailed invoice by meter to Buyer/Owner.
- 5.6 Seller will provide a paper statement and allow for electronic payment by Buyer/Owner.
- 5.7 Seller will accept tax exempt certificates for all Buyer(s)/Owner(s) accounts. It is noted that the Lincoln Water System is not tax exempt.
- 5.8 Buyer/Owner will not be invoiced for any fees or charges not specifically agreed to in the awarded contract including any pass-thru fees or charges.



#### EVALUATION INFORMATION AND SUBMITTALS

6.1 Seller understands that Bids will be evaluated based on the cost submitted (Adder plus all fees according to the 51 current transport account) and the ability of the Seller to meet the minimum requirements listed in this document, and the Ebid documents.

6.2 Seller understands that the bid will be awarded to the lowest, responsive, responsible bidder based on criteria established by the Owner(s) and the ability to meet service requirements.

6.3 Seller submits that the minimum requirements for service associated with this bid has been met.

6.4 Seller had provided references of current and or past customers that can be used in consideration in the award of this contract.

6.4.1 Seller has provided at least three (3) other accounts which are similar in the nature and volume to the Buyer(s)/Owner(s) accounts.

6.4.2 Seller has provided a list that includes the Contact name, phone number, address, email address, number of locations, total number of MMBtu's per year, total yearly dollar value of account and number of years under contract with the accounts.

6.4.3 Seller has included reference information on Seller's letterhead and attached to the Response Attachment section of the Ebid response.

6.5 Seller has provided information on the Seller's primary contact person (customer service rep) for the Buyer(s)/Owner(s) account.

6.5.1 Seller's primary contact is attached to the Response Attachment section of the Ebid response.

6.5.2 Seller has provided the name of the customer service rep, how long the person has been with the Seller's company in this capacity, how long the person has been in the natural gas business and a list of other accounts the person is currently serving relevant to the bid.

6.5.2.1 Seller's primary contact is an owner of the Sellers company, managing member of the company, with more than 20 years of experience working with government or private accounts, with multiple locations, and equal to or greater than the gas usage associated with this bid.

6.5.3 Seller will retain a customer service rep with the minimum requirements listed above throughout the term of the contract or face termination of such contract for just cause.

6.5.4 Seller will notify the Buyer(s)/Owner(s) of any potential replacement of the customer service rep during the contract term for approval by the Buyer(s)/Owner(s) in advance of that person taking over the position.

6.6 Seller has provided a Company Profile which describes the size, location, number of employees and company history.

6.6.1 Document size has been restricted to (2) two single-spaced pages.

6.6.2 Supplier has provided this information on company letterhead and attached it to the Response Attachments section of their Ebid response.

6.7 Seller has provided the Nebraska PSC order of approval as a competitive natural gas provider.

6.7.1 Seller has attached this information to the Response Attachment of their Ebid response.

6.8 Supplier has met the burden of providing Buyer(s)/Owner(s) the necessary required to be considered in the award process of this bid.

6.9 Seller will provide any additional information to the Buyer(s)/Owner(s) prior to the award of the bid in order to verify or enhance the information provided by the Seller.



# WoodRiver Energy

## ADDITIONAL VALUE ITEMS:

### Practical Energy Management (Included in the Offered Prices)

As part of the WoodRiver Energy's offer, we are also including our THG - Energy Intelligence Software "EIS" for all 51 Natural Gas accounts at no additional cost to Buyer(s)/Owner(s). This includes the one time per account set up fee (\$20 per account) and monthly portal fee for electronic uploading (\$3.00 per meter). Up to **\$2,856.00 annual value**.

Key features of the EIS software include Benchmarking & Performance Metrics, Sustainability and Emission Reporting, Cost and Usage Reporting, Bill Auditing & Tariff Recreating, Sub-Metering & Interval Data Reporting, Invoice Management, Bill Processing Management and Payment Management. It will also provide one simple and easy to use portal for multiple sites/facilities. Purchasing Agent will be provided unique overall account access and each department will be provided unique login credentials.

### WoodRiver Energy Intelligence Suite – Value:

#### Save Time

No more spreadsheets. Keeping utility data up-to-date and is laborious, error prone, and tends to be a collateral duty that only gets updated around budgeting time. We automate the process - as soon as the bill becomes available, we pull it into our system.

No time to check all your different utility portals, we can track anything - regulated, deregulated, and most commodity types. We can also provide access to an unlimited number of authorized users, so all constituents are using the same data.

#### Save Money

EPA ENERGY STAR stat showing that buildings that are consistently benchmarked reduce energy use by 2.4% a year.

Time is money. There's a cost to processing bills. Research has shown that on average, it costs about \$8 to process an invoice. We can cut processing costs by more than half, plus keep the data organized, and readily accessible – even a bill image. See page 10 of the attached white paper.

Every managed bill goes through metric bill validation – up to 32-points – checking for use, cost, demand, and other anomalies. We may even catch billing errors – if we do, we return 100% of what we find to the customer.

#### Save Energy

Make a plan, work the plan. Use our benchmarking reports to review your energy and water conservation efforts to compare \$/square foot or unit of measure/square foot.

Weather-normalized reports. Review operational usage, without the impacts of erratic weather fluctuations.

Calendarize your data. Compare the same month across different years?

Buyer/Owner can add water and electric at the Buyer/Owners expense of \$3.00 per meter.



## SUMMARY

WoodRiver Energy is submitting this proposal to the City of Lincoln and Lancaster County in good faith to provide the Buyer(s)/Owner(s) a transparent pricing mechanism that will allow the Buyer(s)/Owner(s) manage Buyer(s)/Owner(s) natural gas costs.

WoodRiver Energy has attached a file that details what accounts the Seller recommends for transport services, accounts that need to have the MDQ reviewed by the utility (BHE), in addition to NNG Max Rate Transport and Full Requirements costs.

WoodRiver Operates under the belief that the value of "Energy Options" transport services in the management of the commodity. There is not volumetric limitation do not always determine the value to a Buyer of being able to take control of their natural gas costs. WoodRiver Energy believes in tracking consumption, identifying periods of "high risk" and offering practical guidance in reducing any such risk though timely fixed price positions.

WoodRiver Energy recommends Full Requirements for any customer that has peak usage is between November and March annually. November – March, Norther Natural Gas often calls Suppliers to deliver up to 100% of the customers assigned MDQ, and Gas Daily Pricing can exceed \$75.00/MMBtu for multiple days in extreme instances leaving the customer vulnerable to rate increases that are out of their control. Weather driven price spikes in addition to erratic usage makes it difficult to control costs. There are No monthly or yearly contracted volumes, No daily or monthly Cash-Outs, No critical day penalties.

Additionally, tracking and monitoring usage though our THG - Energy Intelligence Software "EIS" will help the Seller and Buyer identify red flags and address them more efficiently.

Thank you for considering WoodRiver Energy as your next Energy Partner. Please request any additional data/documents that would benefit the Buyer(s)/Owner(s) in their selection process.

Best,  
Stacci Urbom  
VP Sales | WoodRiver Energy



WOODENE-01

C1TPETTERSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: AssuredPartners Colorado, 4582 S. Ulster Street Suite 600, Denver, CO 80237. CONTACT NAME: [Blank], PHONE: (303) 863-7788, FAX: [Blank]. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company, NAIC #: 22292; INSURER B: Pinnacle Assurance, NAIC #: 41190.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER

CANCELLATION

Informational Certificate of Insurance. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

RATE SCHEDULE TF

RESERVATION RATES	MARKET-TO-MARKET			FIELD-TO-FIELD/MARKET DEMARCATION
	TF12 Base	TF12 Variable	TF5	TFE
Base Tariff Rates 1/ 2/				
Summer (Apr-Oct)	10.830	10.830	-0-	7.438
Winter (Nov-Mar)	<u>19.495</u>	<u>26.426</u>	<u>28.881</u>	<u>13.388</u>

COMMODITY RATES 3/			Market Area 4/ 7/		Field Mileage 6/ Carlton		Out-of Balance 4/	
TF12 Base, TF12 Var., TF5 & TFE	Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
	Market	Market	0.0365	0.0218			0.0000	0.0000
	Field	Market	0.0365	0.0218	0.0091	0.0044	0.0000	0.0000
	Market	Field			0.0091	0.0044		
	Field	Field			0.0091	0.0044		0.0331 0.0160

- 1/ The minimum reservation rate is equal to zero.
- 2/ Northern may charge an average of the maximum TF12 (or TFE) and TF5 rates during the applicable months of service as set forth in the Firm Throughput Service Agreement without exceeding the maximum rate.
- 3/ The applicable Mileage Indicator Districts (MIDs) billing rate will be added to the TF rates for volumes received in the Field Area, or received in the Market Area and delivered to the Field Area. The MIDs rates shown on Sheet Nos. 59-60A represent the maximum Field Area throughput commodity rates for any transaction involving MIDs.
- 4/ The Maximum and Minimum rates include the Market Area Electric Compression commodity rate of \$0.0007 where applicable. In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <http://www.ferc.gov>.
- 5/ Applicable to Market Area shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.
- 6/ Where applicable, the Field Area Electric Compression commodity rate of \$0.0000 and the ACA unit surcharge as set forth on FERC's website at <http://www.ferc.gov> will be added to the mileage based rates.
- 7/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Sheet Nos. 141, 142C and 147.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

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

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

<b>PRODUCER</b> AssuredPartners Colorado 4582 S. Ulster St., Suite 600 Denver CO 80237	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 303-863-7788      FAX (A/C, No): 303-861-7502 E-MAIL ADDRESS: APCO360@assuredptrco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Hanover Insurance Company      22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> WoodRiver Energy, LLC - MCP 3300 East First Avenue, Suite 600 Denver CO 80206	WOODENE-01	

**COVERAGES**

CERTIFICATE NUMBER: 234935389

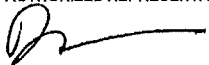
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZH4 A351862 05	6/19/2019	6/19/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZH4 A351862 05	6/19/2019	6/19/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission are named as Additional Insured with respect to the General Liability and Auto Liability if required by written contract. The Hired and Non-Owned follows the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln Lancaster County and Public Building Commission 555 South 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

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



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
  - b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



WOODRIVER ENERGY LLC

ZH4 A351862 05

ASSURED PARTNERS OF

Commercial General Liability Coverage Part Declaration

Audit Frequency:	Not Auditable	
<b>Limits of Insurance:</b>		
<b>General Aggregate Limit</b>		\$2,000,000
<b>Products-Completed Operations are Included in the General Aggregate Limit</b>		
<b>Each Occurrence Limit</b>		\$1,000,000
<b>Personal and Advertising Injury Limit</b>		\$1,000,000
<b>Damage to Premises Rented to You Limit</b>		\$100,000
<b>Medical Expense Limit, Any One Person</b>		\$10,000
<b>General Liability Deductible:</b>		
<b>Total Advance Commercial General Liability Premium</b>		\$1,399.00

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

Forms Applicable to General Liability Coverage Parts:

\*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-2915	06/15	Commercial General Liability Broadening Endorsement
421-2916	06/15	Commercial General Liability Enhancement Endorsement
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 21 06	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 76	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
* CG 22 38	07/98	Exclusion - Fiduciary or Representative Liability of Financial Institutions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

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

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

<b>PRODUCER</b> Praxiom Risk Management, LLC 123 West Bloomingdale Ave. #300 Brandon, FL 33511  www.praxiom-rm.com	<b>CONTACT NAME:</b> _____		<b>FAX (A/C, No):</b> None
	<b>PHONE (A/C, No, Ext):</b> _____	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> The Alliance Group, Inc 2566 Leavenworth Street Omaha NE 68105	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : State National Insurance Company, Inc		12831
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 51355234

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		✓	AMX-151-0001-001	7/1/2019	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project/Job#: Project/Job: -  
 PEO Client Name: Wood River Energy, LLC PEO Client ID#: WRE  
 Main Location: 3300 E. 1st Ave. #600 Denver, CO 80206 Add'l Locations: See Pg 2  
 Coverage is provided for only those co-employees of, but not subcontractors to: Wood River Energy, LLC.  
 Waiver of Subrogation applies to Workers' Compensation in favor of the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln Lancaster County and Public Building Commission 555 South 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>David E. Carothers</i></div> David E. Carothers

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ACORD 25 (2016/03)

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WC 00 03 13

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

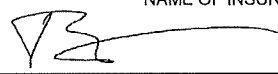
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective on 10/01/2018 at **12:01 A. M.** standard time forms a part of  
DATE

Policy No. AMX-151-0001-001 of the STATE NATIONAL INSURANCE COMPANY  
NAME OF INSURANCE COMPANY

Issued to The Alliance Group, Inc.  
Wood River Energy, LLC

  
\_\_\_\_\_  
Authorized Representative

Premium \$

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

City of Lincoln  
Lancaster County and Public Building Commission; 440 So. 8th Street, Suite 200  
Lincoln, NE 68508