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*The City Council may vote to go into Closed Session on any agenda item as allowed by State Law.*

***ROUTINE BUSINESS***

1. Open Meetings Act
  2. Roll Call
  3. Pledge of Allegiance
  4. Mayors Report
  5. City Administrators Report
  6. Chief of Police Report
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***CONSENT AGENDA***

1. Agenda Approval
2. Minutes Approval for June 1, 2026
3. Claims Approval for June 15, 2026
4. Treasurer's Report for May 2026
5. Consent Agenda

*Any item listed on the Consent Agenda may, by the request of any single Council Member, be considered as a separate item under the Regular Agenda Section of the Agenda.*

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***OLD BUSINESS***

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***REGULAR BUSINESS***

1. Discussion & Action – Restrict parking at 17<sup>th</sup> Street and Fulton and north of 21<sup>st</sup> Street – Ron Kelly
2. Discussion & Action – Request to not replace sidewalk at 901 Morton – Bing Bindrum
3. Discussion & Action – Letter Agreement Amendment for Transmission Line and Substation Planning and Engineering from Olsson
4. Discussion & Action – Master Agreement Work Order for the Nebraska Plant Feeder Structure Replacement not to exceed \$135,000 from Olsson
5. Discussion & Action – Resolution 2026-R111 to Amend Resolution 2026-R108 for down payment assistance for house at 1612 Fulton
6. Discussion & Action – Audit of Wartsila engine, auxiliary systems, and automation of plant and engine for \$86,884.74 as recommended by Board of Public Works

7. Discussion & Action – Personnel

***ADJOURNMENT***

Gary Jorn, City Clerk

**JUNE 1, 2026**

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 1st day of June 2026, at 6:00 o'clock P.M. Council met in Regular Session. Mayor Harkendorff called the meeting to order; Clerk Jorn recorded the minutes of the meeting. On roll call the following Council persons were present: Fouraker, Ferguson, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: Buckminster, Kaster. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public. President Leyden publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

**STANDING REPORTS**

No formal reports was given.

**AGENDA APPROVAL FOR JUNE 1, 2026**

A motion was made by Council person F. Killingsworth and seconded by Council person Ruiz to approve the agenda as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Fouraker, Ferguson, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster, Kaster. Motion carried.

**MINUTES APPROVAL FOR MAY 18, 2026**

A motion was made by Council person K. Killingsworth and seconded by Council person F. Killingsworth to approve the minutes as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Fouraker, Ferguson, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster, Kaster. Motion carried.

**CLAIMS APPROVAL FOR JUNE 2, 2026**

A motion was made by Council person Ferguson and seconded by Council person F. Killingsworth to approve the claims as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Fouraker, Ferguson, , F. Killingsworth, K. Killingsworth, Leyden Ruiz. "NAY" None. "Absent" Buckminster, Kaster. Motion carried.

**REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE FOR JUNE 5 & 6 AT 1417 STONE STREET FOR THE SMOKING ON THE BRICKS EVENT**

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to give favorable comment on a Special Designated License for Smoking on the Bricks Event. Roll was called on this motion and the Council persons voted as follows: "YEA" Fouraker, Ferguson, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster, Kaster. Motion carried.

**REQUEST FOR THE ANNUAL FIRST UNITED METHODIST CHURCH ICE CREAM SOCIAL/FIREWORKS**

Liz Kelly spoke. A motion was made by Council person F. Killingsworth and seconded by Council person Ferguson to approve the request by First United Methodist Church. Roll was called on this motion and the Council persons voted as follows: "YEA" Fouraker, Ferguson, F. Killingsworth, K. Killingsworth, Ruiz. "NAY" None. "Abstain" None. "Absent" Buckminster, Kaster. Motion carried.

*THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:04 P.M.*

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Council on June 1, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least three copies of all reproducible material discussed at the meeting was available at the meeting for examination by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

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CITY CLERK

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CITY CLERK

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MAYOR



City of Falls City, NE

# Claims Report - 6.16.2026

By Fund

Payment Dates 6/3/2026 - 6/16/2026

Vendor Name	Description (Item)	Amount
<b>Fund: 100 - General</b>		
American National Bank	HSA	\$ 1,620.08
Farm & City Supply	2000 flushes cleaner	\$ 17.97
Quill Corporation	pocket file	\$ 141.99
Verizon	Service April 27-May 26, 2026	\$ 47.92
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 100.31
Farm & City Supply	2000 flushes	\$ 11.98
Robert Wheeler	special order commercial security keys	\$ 75.00
Pro Serv	monthly charge 5/30/26 to 6/29/26	\$ 55.00
Farm & City Supply	self leveling sealant	\$ 124.95
Halbert, Dunn & Burns, LLC	monthly legal fees for May 2026	\$ 2,920.00
Falls City Mercantile	brown towels	\$ 58.63
General Fund	lawn maintenance April 28	\$ 50.00
Farm & City Supply	3" brush	\$ 2.59
Pest Control Services of SE NE	spray, auditorium - stanton's cabin	\$ 49.99
Paycom Payroll Holdings, LLC	Initial Setup Payment	\$ 1,100.78
AMERITAS BILLING	457 After Tax %	\$ 72.00
AMERITAS BILLING	457 Pre Tax Percentage	\$ 203.06
Aflac	AFLAC	\$ 473.56
Collection Associates	Court Garnishment	\$ 197.54
CWA Dues	CWA Union Dues	\$ 111.47
Medica Insurance	Group Health	\$ 17,280.02
IBEW Local Union #1536	IBEW Union Dues	\$ 121.47
International Union of Operating Engineers	IUOE Union Dues	\$ 269.13
Dearborn Life Insurance Company	Life Insurance	\$ 262.50
Nebraska Child Support Payment Center	Child Support	\$ 141.93
Nebraska Child Support Payment Center	Nebraska Child Support 2	\$ 34.62
Nebraska Dept of Revenue	Garnishment	\$ 250.00
Ameritas	Pension 457 Pre-Tax	\$ 150.00
Ameritas	Retirement 501a	\$ 11,743.40
Nebraska Department of Revenue	State W/H Tax	\$ 3,770.95
Department of the Treasury	Federal W/H	\$ 8,758.10
Department of the Treasury	Medicare Tax	\$ 3,537.90
Department of the Treasury	Social Security Tax	\$ 15,127.46
<b>Fund 100 - General Total:</b>		<b>\$ 68,882.30</b>
<b>Fund: 110 - Police</b>		
Harmon's OK Tire	tires,NE tire fee, disposal, change, balance	\$ 310.00
Verizon	Service April 27-May 26, 2026	\$ 599.35
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 118.17
Halbert, Dunn & Burns, LLC	monthly legal fees for May 2026	\$ 2,040.00
Falls City Mercantile	brown towels	\$ 58.63
Police Department Petty Cash	expenses for reimbursement	\$ 63.07
Bosselman Pump & Pantry Inc	Fuel Statement May 2026	\$ 2,061.71
<b>Fund 110 - Police Total:</b>		<b>\$ 5,250.93</b>
<b>Fund: 115 - Animal Control</b>		
Verizon	Service April 27-May 26, 2026	\$ 39.93
Amazon Capital Services	Ketch-all catch pole	\$ 159.95
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
<b>Fund 115 - Animal Control Total:</b>		<b>\$ 213.01</b>
<b>Fund: 120 - Fire</b>		
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
Bosselman Pump & Pantry Inc	Fuel Statement May 2026	\$ 207.00
Nebraska State Volunteer Firefighters Assoc	NSVFA members	\$ 420.00
<b>Fund 120 - Fire Total:</b>		<b>\$ 640.13</b>
<b>Fund: 130 - Building Inspections &amp; Code Enforcement</b>		
Verizon	Service April 27-May 26, 2026	\$ 39.93
US Signal Company LLC	Microsoft CSP NCE Licensing	\$ 13.13
<b>Fund 130 - Building Inspections &amp; Code Enforcement Total:</b>		<b>\$ 53.06</b>

**Fund: 150 - Parks**

Falls City Sanitation Service	April 2026 Service	\$	130.00
Helena Chemical Co	multi purpose fertilizer	\$	172.24
Farm & City Supply	watear jet nozzle	\$	7.59
Farm & City Supply	3" brush	\$	2.59
Falls City Mercantile	towels	\$	72.47
Concrete Industries, Inc	concrete	\$	211.75
Concrete Industries, Inc	min charge	\$	25.00
Concrete Industries, Inc	surcharge	\$	3.65
Farm & City Supply	screws	\$	6.90
Farm & City Supply	seafoam motor treatment	\$	8.99
Falls City Mercantile	Toilet Tissue	\$	50.20
Farm & City Supply	tank sprayer	\$	99.99
Kristina Hatch	candlelight cabin deposit refund	\$	50.00
Verizon	Service April 27-May 26, 2026	\$	79.86
Falls City Sanitation Service	May 2026 Service	\$	130.00
Falls City Auto Supply	v belt	\$	19.48
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	39.39
Farm & City Supply	roofcoat	\$	28.99
Pest Control Services of SE NE	spray, auditorium - stanton's cabin	\$	50.00
Falls City Mercantile	jumbo toilet tissue	\$	100.40
Bosselman Pump & Pantry Inc	Fuel Statement May 2026	\$	1,365.79
	<b>Fund 150 - Parks Total:</b>	<b>\$</b>	<b>2,655.28</b>

**Fund: 151 - Auditorim**

Falls City Sanitation Service	April 2026 Service	\$	130.00
Falls City Sanitation Service	May 2026 Service	\$	130.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	39.39
Jessica Casey	spin classes 5/14, 5/21	\$	30.00
Maggy Nelson	spin class 5/5/26	\$	15.00
Racy Hullman	spin classes 5/1/26, 5/15/26, 5/22/26, 5/29/26	\$	60.00
Pest Control Services of SE NE	spray, auditorium - stanton's cabin	\$	50.01
	<b>Fund 151 - Auditorim Total:</b>	<b>\$</b>	<b>454.40</b>

**Fund: 152 - Aquatic Center**

Farm & City Supply	rubber orings	\$	6.90
Amazon Capital Services	pH Indicator Reagent	\$	19.38
Bahr Welding LLC	repair cracks in circulation system - aquati park	\$	232.10
Falls City Mercantile	concessions	\$	2,487.11
Falls City Mercantile	degreaser	\$	11.80
Meyer Home Center	Sloan wheel handle stop repair kit	\$	211.07
Amazon Capital Services	BANDAGES	\$	104.06
Falls City Mercantile	multifold towel	\$	50.30
Falls City Mercantile	lysol	\$	76.61
Falls City Sanitation Service	May 2026 Service	\$	65.00
Utility Department	bulk water sales - fill pool	\$	2,779.97
	<b>Fund 152 - Aquatic Center Total:</b>	<b>\$</b>	<b>6,044.30</b>

**Fund: 170 - Library**

Ingram	books	\$	1,552.67
Falls City Sanitation Service	April 2026 Service	\$	65.00
Pest Control Services of SE NE	inside/outside treatment	\$	60.00
Microfilm Imaging Systems	newspaper scanning, delivery and pickup	\$	258.68
Falls City Sanitation Service	May 2026 Service	\$	65.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	39.39
Easy Squeegee Window Cleaning	window cleaning inside	\$	330.00
Easy Squeegee Window Cleaning	window cleaning outside	\$	220.00
	<b>Fund 170 - Library Total:</b>	<b>\$</b>	<b>2,590.74</b>

**Fund: 180 - Cemetery**

Milam's Greenhouse, Inc	large planters	\$	130.00
Farm & City Supply	multimeter	\$	31.99
Farm & City Supply	plastic bucke	\$	13.18
Farm & City Supply	3" brush,	\$	5.99
Farm & City Supply	2" brush	\$	4.99
Farm & City Supply	paint cup,	\$	4.59
Farm & City Supply	bond primer,	\$	65.99
Landis Engine Co	clutch,	\$	420.00
Landis Engine Co	cable	\$	42.75
Landis Engine Co	PTO switch	\$	36.24
Farm & City Supply	bond primer	\$	65.99
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	13.13

Falls City Auto Supply	circuit tester	\$	15.64
Falls City Auto Supply	floor dry	\$	14.61
Bosselman Pump & Pantry Inc	Fuel Statement May 2026	\$	800.08
	<b>Fund 180 - Cemetery Total:</b>	\$	<b>1,665.17</b>
<b>Fund: 190 - Streets</b>			
Falls City Sanitation Service	April 2026 Service	\$	65.00
Concrete Industries, Inc	surcharge	\$	51.10
Concrete Industries, Inc	concrete	\$	3,003.00
Falls City Auto Supply	KT1 00081	\$	16.94
Harmon's OK Tire	mower tire	\$	40.00
Harmon's OK Tire	stem	\$	1.25
Verizon	Service April 27-May 26, 2026	\$	39.93
Utility Department	Dist. 56 S S Stop Sign	\$	45.34
Utility Department	Street Dept.	\$	273.47
Utility Department	Street Lights	\$	5,986.83
Utility Department	Dist 56 Stop Sign	\$	44.56
Falls City Sanitation Service	May 2026 Service	\$	65.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	26.26
Bosselman Pump & Pantry Inc	Fuel Statement May 2026	\$	2,010.53
	<b>Fund 190 - Streets Total:</b>	\$	<b>11,669.21</b>
<b>Fund: 281 - Sidewalk Improvement Program</b>			
American Legion Post 102	reimbursement for sidewalk	\$	1,325.00
	<b>Fund 281 - Sidewalk Improvement Program Total:</b>	\$	<b>1,325.00</b>
<b>Fund: 600 - Electric</b>			
American National Bank	HSA	\$	3,444.73
Omaha Public Power District (NC2)	3459.0 MWh's NC2 participation power	\$	89,660.70
Omaha Public Power District (NC2)	NC2 transmission	\$	14,724.42
NEBRASKA DEPARTMENT OF TRANSPORTATION	ped module insert	\$	170.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	green LED traffic signal	\$	132.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	equipment	\$	131.92
NEBRASKA DEPARTMENT OF TRANSPORTATION	labor	\$	93.09
Omaha Public Power District (NC2)	NC2 transmission	\$	13,504.51
Omaha Public Power District (NC2)	3677.0 MWh's NC2 Participation Power	\$	94,483.36
Municipal Energy Agency of NE	January 2026 WAPA	\$	45,317.00
Municipal Energy Agency of NE	January 2026 Service Schedule	\$	(62,380.71)
Municipal Energy Agency of NE	Service Schedule Feb 2026	\$	34,161.98
Municipal Energy Agency of NE	WAPA Feb 2026	\$	40,699.40
Clean Harbors Environmental Services Inc/Safety Kleen Sy	55 gal drum of glycol mix	\$	820.00
Clean Harbors Environmental Services Inc/Safety Kleen Sy	recovery fee estimate (max amount)	\$	195.16
Municipal Energy Agency of NE	WAPA March 2026	\$	44,074.20
Municipal Energy Agency of NE	Service Schedule March 2026	\$	36,842.03
Falls City Sanitation Service	April 2026 Service	\$	195.00
MID CONTINENT SALES	self restrained coupling	\$	647.69
Omaha Public Power District (NC2)	NC2 transmission	\$	14,299.30
Omaha Public Power District (NC2)	3294.0 MWh's NC2 Participation Power	\$	147,744.52
Farm & City Supply	knife blades	\$	25.78
Farm & City Supply	hole saw bulk	\$	20.41
Farm & City Supply	hole saw w/ arbor	\$	25.79
Farm & City Supply	nipples, plug, tee, connectors	\$	38.86
Amazon Capital Services	dEWALT TOO	\$	106.02
El Camino Electric	1/0 THWN wire	\$	635.00
El Camino Electric	#8 THWn wire	\$	39.00
El Camino Electric	Square D hub	\$	22.60
Dollar Fresh	Finance Charge	\$	3.77
Farm & City Supply	ball valves 1/4	\$	27.93
Farm & City Supply	solvent	\$	102.11
Farm & City Supply	ball valve 3/8	\$	32.23
Farm & City Supply	1/4 x 3 nipples	\$	16.32
Farm & City Supply	3/8 x cl nipple	\$	5.14
McMaster-Carr	fast acting pressure relief valve	\$	746.51
Farm & City Supply	nipple 1/2 x 8	\$	5.36
Farm & City Supply	valve 1/2	\$	16.12
Farm & City Supply	threaded rod 5/8 - 11 x 72	\$	24.71
Farm & City Supply	threaded rod 5/8 -11 x 36	\$	60.16
Cintas Corporation No 2	uniforms	\$	616.94
RS Electric Utility Services	Marthon F103 .75HP TEFC 1ph	\$	365.94
R/S ELECTRIC MOTOR SERVICES	tax from previous invoice	\$	32.36
RS Electric Utility Services	US Electric .33HP TEFC 3ph	\$	331.37

North American Electric Reliability Corp	MRO region Assessment	\$	662.41
North American Electric Reliability Corp	NERC assessment	\$	320.49
Olsson Associates	Phase 30 - Routing and Preliminary Design Support	\$	1,127.50
Olsson Associates	Phase 10 - Project Management & Coordination	\$	2,508.00
Olsson Associates	Phase 20 - Planning, Regulatory, & Agency Coord.	\$	396.00
Farm & City Supply	driver bit set	\$	38.69
Farm & City Supply	deep impact socket set	\$	24.71
Farm & City Supply	M18 drill & impact	\$	378.93
Farm & City Supply	pintle hitch	\$	161.24
Farm & City Supply	pintle mount	\$	118.24
Bahr Welding LLC	modify motor bracket	\$	232.10
McMaster-Carr	aire release valve	\$	63.69
Olsson Associates	Engine 7 Jacket Water Cool	\$	5,179.41
Falls City Auto Supply	NGK	\$	25.16
Farm & City Supply	knock out seal	\$	24.71
Farm & City Supply	nipple	\$	3.22
Farm & City Supply	star drive wood screw	\$	5.56
Farm & City Supply	term ring12-1/4	\$	7.08
Farm & City Supply	term ring 8-10	\$	7.52
RS Electric Utility Services	HD15P2E 15 HP	\$	1,372.65
McMaster-Carr	impact square drive adapter	\$	197.09
Farmers Repair & Machine Shop	BRAXING ETC ON AIR JUMPER ELBOWS	\$	241.88
Utility Department Petty Cash	stamps	\$	327.60
Utility Department Petty Cash	drawer shortage 5/5/26	\$	0.64
Utility Department Petty Cash	vehicle title	\$	10.00
Farm & City Supply	bushing	\$	3.01
Farm & City Supply	union,	\$	9.66
Farm & City Supply	nipple	\$	4.93
Farm & City Supply	tee	\$	12.89
Farm & City Supply	connector	\$	4.93
Meyer Home Center	3/8 copper	\$	185.44
Verizon	Service April 27-May 26, 2026	\$	217.77
Utility Department	Inventory Bldg -61	\$	463.01
Utility Department	Plant Water/Hi-Low-62	\$	450.55
Utility Department	Power Plant Water Dept-62	\$	256.23
Utility Department	Station Power-62	\$	9,885.47
Utility Department	Power Plant Unit #9	\$	4,572.45
Utility Department	Power Plant Water Dept-62	\$	3,225.16
Utility Department	Power Plant-62	\$	1,248.78
Southeast Nebraska Communications, Inc.	Ditch Witch Directional Drill & Trailer w/ Mud Mix	\$	15,000.00
Municipal Energy Agency of NE	MEAN services month of 4/1/2026	\$	16,366.23
NMC Inc	rental of 306CR mini excavator	\$	5,100.00
Falls City Sanitation Service	May 2026 Service	\$	195.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	96.11
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	26.26
Amazon Capital Services	XL Sleeveless T-Shirts Galeton (E39)	\$	42.25
Amazon Capital Services	XL Short Sleeve T-Shirts Galeton (E38)	\$	52.07
Amazon Capital Services	XL LONG SLEEVE UV RATED TSHIRT (E45)	\$	48.32
Amazon Capital Services	L Short Sleeve T-Shirts Galeton (E36)	\$	52.07
NMC Inc	compactor plate CVP28	\$	4,170.00
Halbert, Dunn & Burns, LLC	monthly legal fees - May 2026	\$	1,120.00
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	580.86
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	59.44
Husker Electric Supply	Weatherhead 1 1/4" (E5)	\$	7.63
Husker Electric Supply	Weatherhead 1 1/2" (E4)	\$	11.89
Husker Electric Supply	Wireholder, Service Mast-Arlington 610 (E71)	\$	92.34
Husker Electric Supply	8" screwdriver Klein 600-8 (E1658)	\$	62.87
Border States	Connector, 3/8" Romex (E122)	\$	3.55
Border States	Connector #30-452 Wing Nut Red Ideal (E72)	\$	39.43
Border States	Wire Nut-"Big" Blue Ideal 30-454 (E78)	\$	48.64
Border States	carriage bolt 3/8" x 6" (E1077)	\$	62.87
Border States	Fuse Link, 5 AMP-S&C 64005 (E400)	\$	98.26
Border States	Hub 1 1/4" (E51)	\$	11.92
Border States	Wire Nut-Blue, Ideal #30-072 (E74)	\$	20.48
Border States	Bolt #4H Copper Split *** (E763)	\$	142.84
Paycom Payroll Holdings, LLC	Initial Setup Payment	\$	550.39
Husker Electric Supply	150 W equal fixture ATBO P203MVOLT R3 PCLL (E3046)	\$	4,450.50
General Fund	Electric dept PILOT	\$	32,175.89
Omaha Public Power District (NC2)	May 2026 3,566.0 MWh's NC2 Participation Power	\$	224,997.25

Bosselman Pump & Pantry Inc	May Fuel Statement	\$	1,881.92
Omaha Public Power District (NC2)	May 2026 Nebraska City Transmission	\$	14,301.19
AMERITAS BILLING	457 After Tax %	\$	254.84
AMERITAS BILLING	457 Pre Tax Percentage	\$	87.67
Aflac	AFLAC	\$	613.42
CWA Dues	CWA Union Dues	\$	300.90
Medica Insurance	Group Health	\$	17,314.92
IBEW Local Union #1536	IBEW Union Dues	\$	420.01
Dearborn Life Insurance Company	Life Insurance	\$	370.87
Ameritas	Pension 457 Pre-Tax	\$	1,918.26
Ameritas	Retirement 501a	\$	13,254.40
Department of the Treasury	Medicare Tax	\$	3,104.74
Department of the Treasury	Social Security Tax	\$	13,275.28
Nebraska Department of Revenue	State W/H Tax	\$	3,793.01
Department of the Treasury	Federal W/H	\$	10,114.59
BOK FINANCIAL	FALLCTYCUR17 - CUR SERIES 2017	\$	42,840.00
	<b>Fund 600 - Electric Total:</b>	<b>\$</b>	<b>985,766.91</b>

**Fund: 610 - Water**

SCHEIB DRAINAGE PRODUCTS, INC	12" solid pipe	\$	466.40
SCHEIB DRAINAGE PRODUCTS, INC	6 pk tape	\$	71.40
Wolfes Printing	backflow prevention brochure	\$	445.05
Concrete Industries, Inc	concrete	\$	3,331.22
USA Bluebook	3m Series Mulit-gas cartridge	\$	125.45
Concrete Industries, Inc	min charge	\$	80.00
SCHEIB DRAINAGE PRODUCTS, INC	interest	\$	8.07
Hach Chemical Co	fluoride	\$	340.98
Hach Chemical Co	2 PWD pillows	\$	75.52
Nebraska Commercial Equipment LLC	DrillRite SureFlow clay	\$	74.90
Nebraska Commercial Equipment LLC	drill fluid	\$	101.65
Core & Main LP	IPERL 6' trpl	\$	90.06
Farm & City Supply	3 pc wrench set	\$	84.70
Farm & City Supply	3/4 impact set	\$	182.73
Farm & City Supply	M18 wet/dry vac	\$	213.93
Farm & City Supply	1/2 drive adapter	\$	11.71
Farm & City Supply	fencer tool reapir	\$	64.73
Farm & City Supply	handling	\$	10.75
Farm & City Supply	cleaner, primer, PVC cement, etc	\$	120.71
El Camino Electric	materials	\$	22.60
Core & Main LP	2" retorfit kit	\$	554.39
Municipal Supply, Inc of Omaha	1" br curb stop	\$	382.53
Municipal Supply, Inc of Omaha	Harco repair coupling	\$	88.69
Municipal Supply, Inc of Omaha	1 1/2 x 6 br nipple	\$	35.20
Municipal Supply, Inc of Omaha	hex male insert	\$	61.45
Core & Main LP	IPERL 6' trpl	\$	373.03
Farm & City Supply	Tap & Blbt 3/8"-16NC x O	\$	19.34
Rieschick Drilling Co. Inc.	1 1/4 x 1 bushing	\$	8.49
Rieschick Drilling Co. Inc.	2 x 1 1/4 bushing	\$	24.56
Mississippi Lime Co	1/2 inch pebble lime	\$	10,059.96
Mississippi Lime Co	fuel surcharge	\$	472.58
Mississippi Lime Co	flat charge	\$	774.72
Edwards Chemicals	monthly chlorine charges	\$	253.20
Farm & City Supply	Coupling	\$	7.51
NDWEE - Fiscal Services	Grade 1 Water Operator License Application	\$	115.00
Farm & City Supply	bushing, bits screws, connectors	\$	97.69
Farm & City Supply	hose nozzle	\$	19.33
Farm & City Supply	hose shut off	\$	13.96
LINDE GAS & EQUIPMENT INC	safety and environmental fee	\$	34.76
LINDE GAS & EQUIPMENT INC	monthly co2 tank telemetry	\$	121.33
LINDE GAS & EQUIPMENT INC	monthly co2 tank rent	\$	1,698.55
Nebraska Public Health Environmental Lab	fluoride	\$	18.00
Nebraska Public Health Environmental Lab	coliform by Collert	\$	90.00
Utility Department Petty Cash	stamps	\$	43.68
Municipal Supply, Inc of Omaha	2" MIPT x CTS quick adapter C84-77Q (W934)	\$	602.00
Lincoln Winwater Works Co	8" Hymax Gate Valve Series 65 (W1775)	\$	3,980.00
Lincoln Winwater Works Co	4" Hymax Gate Valve Series 65 (W1755)	\$	3,824.00
Lincoln Winwater Works Co	6" Hymax Gate Valve Series 65 (W1765)	\$	5,076.00
Verizon	Service April 27-May 26, 2026	\$	137.84
Utility Department	Rulo Water -Collector Well	\$	8,434.11
Utility Department	Rulo Water Plant North Well	\$	388.52

Utility Department	Water Tower	\$	215.72
NMC Inc	rental of 306CR mini excavator	\$	680.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	13.13
Municipal Supply, Inc of Omaha	8" valve	\$	1,685.71
Municipal Supply, Inc of Omaha	6" valve	\$	1,058.41
Municipal Supply, Inc of Omaha	8 x 6 MJ tee	\$	300.67
Municipal Supply, Inc of Omaha	6" gate valve	\$	1,058.41
Municipal Supply, Inc of Omaha	8" MJ mega lug	\$	443.76
Municipal Supply, Inc of Omaha	8" gate valve	\$	1,685.71
Municipal Supply, Inc of Omaha	8 x 6 MJ tee	\$	300.67
Municipal Supply, Inc of Omaha	6" bolt pack	\$	127.45
Municipal Supply, Inc of Omaha	valve box	\$	338.63
Municipal Supply, Inc of Omaha	valve box	\$	338.63
Municipal Supply, Inc of Omaha	8" MJ tee	\$	363.02
Municipal Supply, Inc of Omaha	8" MJ plug	\$	134.40
Municipal Supply, Inc of Omaha	500' reel tracer wire	\$	161.21
Municipal Supply, Inc of Omaha	8" bolt pack	\$	180.12
Municipal Supply, Inc of Omaha	6" MJ mega lug	\$	201.33
Municipal Supply, Inc of Omaha	6" mega lug	\$	201.33
Municipal Supply, Inc of Omaha	8" MJ bolt pack	\$	216.14
Municipal Supply, Inc of Omaha	8" mega lug	\$	369.80
Municipal Supply, Inc of Omaha	6" MJ bolt pack	\$	127.45
Municipal Supply, Inc of Omaha	8: MJ plug	\$	134.40
Municipal Supply, Inc of Omaha	500' reel tracer wire	\$	322.50
Municipal Supply, Inc of Omaha	8" shur lock pipe	\$	8,010.90
Municipal Supply, Inc of Omaha	8" C900 gasket joint pipe	\$	13,097.80
Municipal Supply, Inc of Omaha	Mueller fire hydrant	\$	3,514.08
Municipal Supply, Inc of Omaha	Mueller fire hydrant	\$	3,514.08
NMC Inc	compactor plate CVP28	\$	556.00
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	363.70
Lincoln Winwater Works Co	4"sleeve 4410000510900 (W1572)	\$	199.95
General Fund	May 2026 water excise tax	\$	4,064.00
Bosselman Pump & Pantry Inc	May Fuel Statement	\$	461.77
BOK FINANCIAL	FALLCTYGOW19 - GO WATER 2019	\$	23,728.75
BOK FINANCIAL	FALLCTYCUR21 - CUR REF 2021	\$	22,085.00

**Fund 610 - Water Total:** \$ 133,987.61

**Fund: 620 - Gas**

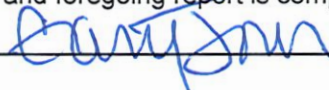
Utility Consultants, Inc	Employee Fee Credit for 2 Qtrs	\$	2,720.00
Falls City Sanitation Service	April 2026 Service	\$	65.00
Farm & City Supply	pink paint	\$	21.48
Farm & City Supply	elbow	\$	21.49
Farm & City Supply	dvw couple	\$	25.79
Farm & City Supply	rcprct	\$	26.86
Farm & City Supply	pvc cement	\$	10.74
Farm & City Supply	all purpose cleaner	\$	13.96
Farm & City Supply	chain lubricant	\$	9.66
Farm & City Supply	sawzall kit	\$	397.74
Farm & City Supply	protectant	\$	12.89
Farm & City Supply	key	\$	6.44
Utility Department Petty Cash	stamps	\$	174.72
Verizon	Service April 27-May 26, 2026	\$	177.93
Utility Department	Gas Dept. Office	\$	253.84
Utility Department	Gas Pipe Bldg	\$	57.29
Utility Department	Gas S Fulton St	\$	66.67
Utility Department	Gas W 21st	\$	70.49
Utility Department	Gas W 14th St	\$	66.81
Utility Department	Gas N Mclean St	\$	68.93
Utility Department	Gas S Fulton	\$	50.46
Southeast Nebraska Communications, Inc.	Ditch Witch Directional Drill & Trailer w/ Mud Mix	\$	15,000.00
NMC Inc	rental of 306CR mini excavator	\$	2,040.00
Falls City Sanitation Service	May 2026 Service	\$	65.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	65.65
NMC Inc	compactor plate CVP28	\$	1,668.00
Halbert, Dunn & Burns, LLC	monthly legal fees - May 2026	\$	291.90
Border States	Tee 1" x 1/4" X 1" Blk (G4021)	\$	92.88
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	52.08
Clayton Energy Corp	gas cost,	\$	27,397.89
Clayton Energy Corp	, transport reserveration charge	\$	49,697.03
Clayton Energy Corp	transportation commodity charge	\$	4,072.86

Clayton Energy Corp	transport ACA surcharge	\$	8.23
Clayton Energy Corp	transportation pipeline modernization	\$	7,457.72
Clayton Energy Corp	transport GRI contribution charge	\$	55.91
Clayton Energy Corp	May 2026 service fee	\$	2,111.00
Koons Gas Measurement (KGM)	American regulator 1"x1" 3/16" purple spring6-15"	\$	6,786.15
Border States	1" CTS EFV EP 800 (Perfect #51523010GN) (G4661)	\$	5,734.05
Ditch Witch Under Con	Bomag BT60 tamper	\$	3,600.00
Paycom Payroll Holdings, LLC	Initial Setup Payment	\$	550.40
General Fund	Gas dept PILOT	\$	8,347.33
Bosselman Pump & Pantry Inc	May Fuel Statement	\$	1,362.18
	<b>Fund 620 - Gas Total:</b>	<b>\$</b>	<b>140,775.45</b>
<b>Fund: 630 - Wastewater</b>			
Concrete Industries, Inc	6" riser	\$	280.00
Concrete Industries, Inc	4" riser	\$	240.00
Concrete Industries, Inc	6" joint seal	\$	164.72
Falls City Sanitation Service	April 2026 Service	\$	90.00
Harmon's OK Tire	mower tires WWTF	\$	10.00
Brown County Transfer	sludge disposal	\$	225.00
Harmon's OK Tire	lawn mower tire	\$	25.00
Amazon Capital Services	Lime Away	\$	108.78
Amazon Capital Services	white bucket	\$	18.99
Farm & City Supply	Supplies	\$	73.16
Verizon	Service April 27-May 26, 2026	\$	57.90
Utility Department	Waste Water Treatment Plant	\$	11,698.50
Utility Department	Lift Station	\$	73.44
NMC Inc	rental of 306CR mini excavator	\$	680.00
Falls City Sanitation Service	May 2026 Service	\$	90.00
US Signal Company LLC	Microsoft CSP NCE Licensing	\$	52.52
Municipal Supply, Inc of Omaha	18" x 8" eccentric pipe	\$	862.49
Municipal Supply, Inc of Omaha	8" IPS spigot x 8" hub adapter	\$	109.33
Municipal Supply, Inc of Omaha	18" x 14' sewer pipe	\$	421.40
Municipal Supply, Inc of Omaha	18"x 18" PVC Fercn	\$	151.31
Municipal Supply, Inc of Omaha	8"X 14' sewer pipe	\$	264.58
NMC Inc	compactor plate CVP28	\$	556.00
Midlands Contracting Inc/Johnson Service Co.	2025 Sanitary Sewer Rehabilitation	\$	348,309.84
Southeast Nebraska Communications, Inc.	Telephone/Internet Service	\$	104.08
NDWEE - Fiscal Services	application for certification - Nathan Strecker	\$	125.00
NWEA	Wastewater training Grade 3-4 - Jason Hartley	\$	450.00
NWEA	2026 Heartland Conference - Jerry Roland	\$	100.00
NDWEE - Fiscal Services	application for certification - Jason Hartley	\$	125.00
NWEA	Wastewater training - Nathan Strecker	\$	450.00
NWEA	2026 Heartland Conference - Nathan Strecker	\$	100.00
Bosselman Pump & Pantry Inc	May Fuel Statement	\$	809.59
	<b>Fund 630 - Wastewater Total:</b>	<b>\$</b>	<b>366,826.63</b>
<b>Fund: 820 - Mutual Finance Organization</b>			
Village of Shubert	May 2026 Allocation	\$	952.00
Falls City Rural Fire Dept	May 2026 Allocation	\$	366.00
Humboldt Rural Fire	May 2026 Allocation	\$	1,944.00
Dawson Rural Fire District	May 2026 Allocation	\$	304.00
Verdon Rural Fire District	May 2026 Allocation	\$	742.00
Stella Rural Fire District	May 2026 Allocation	\$	1,675.00
General Fund	May 2026 Allocation	\$	19,115.00
City of Humboldt	May 2026 Allocation	\$	9,866.00
Village of Dawson	May 2026 Allocation	\$	912.00
Village of Rulo	May 2026 Allocation	\$	730.00
Village of Salem	May 2026 Allocation	\$	1,009.00
	<b>Fund 820 - Mutual Finance Organization Total:</b>	<b>\$</b>	<b>37,615.00</b>
<b>Fund: 998 - Utilities - Pooled Cash</b>			
Elan Financial Services	Statement 4/25/2026 - 5/27/2026	\$	2,998.85
Payroll - Utilities - Pooled Cash	Payroll 6.12.2026	\$	75,166.90
	<b>Fund 998 - Utilities - Pooled Cash Total:</b>	<b>\$</b>	<b>78,165.75</b>
<b>Fund: 999 - General Government - Pooled Cash</b>			
Payroll - General Fund - Pooled Cash	Payroll 6.12.2026	\$	92,792.63
Visa	May 2026 Statement	\$	3,783.89
	<b>Fund 999 - General Government - Pooled Cash Total:</b>	<b>\$</b>	<b>96,576.52</b>
	<b>Grand Total:</b>	<b>\$</b>	<b>1,941,157.40</b>

City of Falls City  
 Income/ Expenditures - Speciality Fund  
 As of MAY 31, 2026

FUND	Current Revenues	YTD Revenues	Budget	Remaining Budget	Current Expenditures	YTD Expenditures	Budget	Remaining Budget
CDGB - DTR	34,455.80	95,781.46	407,851.44	312,069.98	27,750.00	70,817.30	407,851.44	337,034.14
LB840		-	-	-	-	6,473.87	113,682.72	107,208.85
Capital Imp Sinking	139,024.33	1,048,665.71	1,606,087.46	557,421.75	-	-	1,500,000.00	1,500,000.00
Cemetery Trust	-	2,100.00	18,850.00	16,750.00	-	-	31,000.00	31,000.00
CRA	77.76	123,377.40	133,485.00	10,107.60	-	55,757.00	139,380.00	83,623.00
MFO	37,618.30	185,302.88	185,280.00	(22.88)	-	147,615.00	185,230.00	37,615.00
	<u>211,176.19</u>	<u>1,455,227.45</u>	<u>2,351,553.90</u>	<u>896,326.45</u>	<u>27,750.00</u>	<u>280,663.17</u>	<u>2,377,144.16</u>	<u>2,096,480.99</u>

I, Gary Jorn, City Clerk/Treasurer of the City of Falls City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.



Dated: 6/11/26

Cash in Bank  
 As of MARCH 31, 2026

General Fund - Checking	101,345.21
General Fund - MM	
<b>Total</b>	<u>101,345.21</u>
MFO	974.96
CRA	119,827.67
	<u><u>222,147.84</u></u>

City of Falls City  
 Income/ Expenditures - Speciality Fund  
 As of MAY 31, 2026

FUND	Current Revenues	YTD Revenues	Budget	Remaining Budget	Current Expenditures	YTD Expenditures	Budget	Remaining Budget
CDGB - DTR	34,455.80	95,781.46	407,851.44	312,069.98	27,750.00	70,817.30	407,851.44	337,034.14
LB840		-	-	-	-	6,473.87	113,682.72	107,208.85
Capital Imp Sinking	139,024.33	1,048,665.71	1,606,087.46	557,421.75	-	-	1,500,000.00	1,500,000.00
Cemetery Trust	-	2,100.00	18,850.00	16,750.00	-	-	31,000.00	31,000.00
CRA	77.76	123,377.40	133,485.00	10,107.60	-	55,757.00	139,380.00	83,623.00
MFO	37,618.30	185,302.88	185,280.00	(22.88)	-	147,615.00	185,230.00	37,615.00
				-				-
	211,176.19	1,455,227.45	2,351,553.90	896,326.45	-	27,750.00	2,377,144.16	2,096,480.99

Cash in Bank  
 As of MARCH 31, 2026

General Fund - Checking	101,345.21
Genral Fund - MM	<u>1,773,533.68</u>
<b>Total</b>	<b>1,874,878.89</b>
MFO	974.96
CRA	119,827.67
	<u><u>1,995,681.52</u></u>

I, Gary Jorn, City Clerk/Treasurer of the City of Falls City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.

*Gary Jorn*

**Dated:** 6/11/26



# Consent Resolution

June 15, 2026

*WHEREAS*, certain business of the City Council (Council) of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and

*WHEREAS*, roll call votes on each individual issue greatly extend the meeting time.

*NOW, THEREFORE, BE IT HEREBY RESOLVED BY* the City Council that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution:

1. *BE IT FURTHER RESOLVED BY* the Council that the agenda for June 15, 2026 meeting is hereby approved.
2. *BE IT FURTHER RESOLVED BY* the Council that the minutes from the June 1, 2026 is hereby approved.
3. *BE IT FURTHER RESOLVED BY* the Council that the claims for June 15, 2026 is hereby approved.
4. *BE IT FURTHER RESOLVED BY* the Council that the Treasurer Report for May 2026 is hereby approved.
5. *BE IT FURTHER RESOLVED BY* the Council that the Consent Resolution for June 15, 2026 is hereby approved.

# REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



## CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One):  City Council  Board of Public Works

Date: 6-4-26 Phone No: 402-801-9638 cell  
402-245-3256

Name: Ron Kelley Email: huskers\_54@yahoo.com

Address: 1617 FRELTON ST. FALLS CITY NE 68355

### Description of Topic & Desired Resolution:

- ① PARKING BOTH SIDES OF STREET EMERGENCY'S.
- ② ~~E-BIKES, side by sides, MOBILITY CARTS?~~  
~~Flags, scooters~~
- ③ ~~CAMPERS AND TRAILERS, BOATS? TIME'S~~
- ④ ~~ALLOT OF vehicles with one plate and on~~  
~~the dash. colored lights on front of~~  
~~vehicles. ONLY FOR Emergency vehicles.~~
- ⑤ ~~15 year olds driving now. NO ONE WITH THEM.~~

Signature of Requester: Ron Kelley

For City Use only
Received by: _____ Date: _____
Action Taken: _____

City of Falls City  
2307 Barada Street  
Falls City, NE 68355

P: (402) 245-2851  
F: (402) 245-2741  
fallscitynebraska.org

# REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



## CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One):  City Council  Board of Public Works

Date: 6-10-2026 Phone No: 402-245-3627

Name: Bing Bindrum Email: \_\_\_\_\_

Address: 901 Morton

### Description of Topic & Desired Resolution:

Requesting sidewalk North of my detached garage to be covered up. There was a tree that's roots had lifted sections up so you couldn't really mow around it. This was all grown over before I bought my property in 2008. There are no houses on the north property and no sidewalks for two + half blocks.

Signature of Requester: Bing Bindrum

For City Use only	
Received by:	Date:
Action Taken:	



**LETTER AGREEMENT  
AMENDMENT #1**

May 11, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 15, 2025, between City of Falls City, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: Falls City, Nebraska and southern rural vicinity extending into Kansas

Project Description: Transmission Line and Substation Planning and Engineering

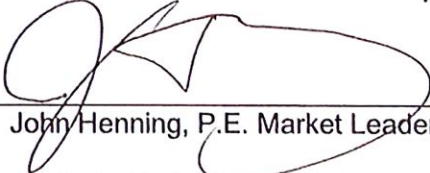
**SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's original Agreement dated October 15, 2025, is amended by updating the original Standard Labor Rate Schedule with the attached Exhibit A – 2025 Labor Billing Rate Schedule. The original Scope of Services, Schedule for Olsson's Services, Compensation, and all provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson via email: [skoehler@olsson.com](mailto:skoehler@olsson.com).

**OLSSON, INC.**

By   
Scott Koehler, P.E. Technical Expert

By   
John Henning, P.E. Market Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF FALLS CITY, NEBRASKA**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments  
Updated Labor Billing Rate Schedule

**EXHIBIT A**  
**Billing Rate Schedule, Olsson Services 2025 Labor Rates**

<b>Category</b>	<b>Description</b>	<b>Range Per Hour</b>	
Coordinators and Specialists	Administrative Assistant/Coordinator	\$48	\$86
	Administrative Manager/Specialist	\$89	\$149
	Senior Administrative Coordinator	\$78	\$111
	Senior/Project Coordinator	\$108	\$123
	Public Engagement Coordinator	\$86	\$98
	Public Engagement Senior Coordinator	\$103	\$140
	Public Engagement Specialist	\$150	\$157
	Business Development Specialist	\$147	\$241
	Business Development Sr Specialist	\$208	\$448
Technicians and Designers	Entry to Mid Technician	\$59	\$114
	Senior Technician	\$73	\$160
	Design Associate	\$107	\$160
	Associate Landscape Designer	\$102	\$109
	Assistant Landscape Designer	\$94	\$97
	Student Technician - Level 1	\$48	\$80
	Student Technician - Level 2	\$68	\$78
Engineer/Planner/Scientist/Architect	Assistant Engineer/Planner/Scientist	\$84	\$153
	Associate Engineer/Planner/Scientist	\$93	\$170
	Engineer/Planner/Scientist/Architect	\$103	\$193
	Project Engineer/Planner/Scientist/Architect	\$123	\$204
	Senior Engineer/Planner/Scientist/Architect	\$150	\$320
	Lead Engineer/Planner/Scientist/Architect	\$172	\$313
Field	Driller	\$60	\$119
	Construction Observer	\$95	\$177
	1-Person Survey Crew	\$135	\$155
	2-Person Survey Crew	\$200	\$220
	3-Person Survey Crew	\$240	\$285
	Licensed UAV Pilot	\$150	\$150
	Survey	\$63	\$204
Managers	Commissioning/Design Technical Manager	\$123	\$254
	Construction/Design/Technical/Field Manager	\$95	\$222
	Client Relationship Manager	\$218	\$382
	Client Manager	\$146	\$317
	Senior Project Manager	\$238	\$316
	Project Manager	\$193	\$285
	Associate Project Manager	\$138	\$228
Expert	Technical Expert	\$195	\$325
Leaders	Market Leader	\$325	\$423
	Geography Leader	\$326	\$368
	Discipline Leader	\$315	\$331
	Emerging Leader	\$278	\$315
	Sector Leader	\$295	\$347
	Senior Team Leader	\$193	\$314
	Group Leader	\$135	\$281

**Notes:**

1. Services not included in the above categories will be provided on a separate Labor Rate Schedule that will be submitted for review as applicable.
2. Services provided on Saturday, Sunday, Holiday and/or in excess of 8-hours per day may be charged at 1.5 times the hourly rate.
3. Subcontracted services may be invoiced at cost plus 10%.



## MASTER AGREEMENT WORK ORDER

This exhibit dated May 12, 2026, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020, between City of Falls City, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Falls City, Nebraska

Project Description: Reliability Project – Nebraska Plant Feeder Structure Replacement

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### Phase 100 – Project Management

Olsson will assign a Project Manager to oversee Project scope, schedule, budget, team resources, and communication with the respective people involved to manage proper execution of work for Project duration. Project management services will include the following:

- General administrative services to manage and support Project design.
- Conduct Project milestone meetings at kickoff, 30 percent, 60 percent, and 90 percent completion. Additional meetings with Client and/or City are not included in this Scope of Services.
- Meetings and delivery milestones include the following:
  - Kickoff - Olsson will schedule a single one-hour Project kickoff meeting with stakeholders to highlight what is included and excluded in this Scope of Services.
  - 30 percent - Olsson will create a preliminary Power Line Systems Computer Aided Design and Drafting (PLS-CADD) model of overhead (OH) Project, preliminary plans for the underground (UG) layout, prepare a preliminary material list for long-lead items, and create an updated preliminary plan view drawing set for review.
  - 60 percent - Olsson will create a detailed PLS-CADD model of OH Project, detailed plans for the UG layout, prepare a detailed material list for long-lead items, and create an updated detailed plan view drawing set for review.
  - 90 percent - Olsson will provide the following details:
    - Plan and profile drawings
    - Structure detail drawings
    - Staking sheet
    - Conduit details

- Fill calculations
- One-line
- Stringing charts
- Bill of Materials (BOM)
- 100 percent Issue for Construction (IFC) - Olsson will create the final Project deliverable package to be used for construction.

### **Phase 200 – Nebraska Feeder Structure Replacement Design**

Client is inquiring to replace their existing 5kV wooden transformer structure. Olsson will provide design for a new distribution route for existing feeds, including design for the necessary interconnection points to the feeder: dead end structures, feeder circuits, spacer cables, and OH/UG feeders, and the following:

- OH Design Basis:
  - Site layout of existing equipment and final design. Major equipment and interconnection to existing lines will be shown.
  - Evaluate loading for specified distribution poles and existing south industrial feeder pole to size class, height, tension, and guy wire requirements.
  - Pole loading will be evaluated as National Electrical Safety Code (NESC) Heavy Loading district Construction Grade C.
  - NESC requirements for clearances will be evaluated.
  - OH conductors and hardware will be designed for 13kV and below for existing distribution circuits.
  - Olsson will use PLS-CADD for the OH design.
  - Olsson will evaluate the usage of a stock H-frame if needed for OH connection.
    - Engineered structure will require a change in scope and fee.
  - Olsson will create custom sag/tension charts for OH conductors.
- UG Design Basis:
  - Olsson will evaluate existing utilities in the area from Client-provided data to verify constructability.
  - Fill calculations for conduits to verify constructability and correct utilization of existing 6-inch conduit. Fill calculations for junction boxes to avoid overcrowding.
  - Ampacity and voltage drop calculations to verify use with 4/0 cable provided by Client.
  - Details showing material needed for conduit layout and connections to major equipment/junction boxes at the following locations:
    - Connection to new distribution poles if needed.
    - Cable tray/conduit adjustments needed to connect new padmount transformers at the feeder structure location.
    - Connections for the Manual Transfer Switch.
  - Electrical one-line showing the circuit routes and fusing from Power Distribution Center switchgear and substation breaker to new equipment. Pump house one-line diagram if desired to show application of MTS.
- Olsson will prepare detailed plan and profile drawings using Olsson's standard template and RUS construction standards.
- Olsson will coordinate with Client and/or Client's Contractor for procurement long-lead order items. The long lead items are assumed to be switches, steel poles, structure foundations, overhead transformers, and other brackets, connectors, or equipment required for this design.

- Olsson will attend up to six bi-weekly one-hour virtual meetings with Client for Project status reports and four one-hour virtual design review milestone meetings as part of this Scope of Services. Additional virtual meetings can be performed at Client's request and billed under Optional Additional Services.
- Once plans are approved by Client, Olsson will seal design prints by a competent licensed engineer in the State of Nebraska. Digital plan sets only will be provided to Client in a location provided by Client.
- Deliverables will include:
  - P.E. sealed PDF formatted drawing set:
    - Title page
    - General notes and vicinity map
    - Plan and profile drawings
    - Structure detail drawings
  - BOM for procurement
    - Materials specified in the BOM can be replaced with alternative materials with equivalent specifications for cost or time saving efforts. Any alternative materials requested must be reviewed and approved by Olsson's Engineer of Record for the Project.
  - Sag/tension stringing charts for each section of OH conductor.
  - Staking coordinates for construction staking of poles and anchor locations based on geolocation points from final design.
  - Olsson will provide construction support for up to 20 hours during construction duration as part of this Scope of Services. Additional construction support can be provided and billed under Optional Additional Services upon Client's request and approval.

### **Phase 300 – Bidding Services**

#### **Prepare Notice to Bidders and Issue Documents**

Olsson will coordinate issuance of notices to bidders and production and distribution of bidding documents. Notices will be placed in the official publications directed by Client, and in bidding services known to provide data to Contractors in the area. In addition, invitations will be mailed directly to Contractors whom Olsson and/or Client know will be interested in the Project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. Client will be informed on a regular basis of Project changes resulting from bidders' questions.

#### **Review and Evaluate Bids**

Olsson will attend a bid opening and bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to Client concerning contract award.

#### **Contract Documents**

Olsson will prepare conformed copies of contract documents, including insurance and bond forms. Olsson will review documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to Client for review. Executed copies will be distributed to Client, Client's Contractor, and Olsson. These documents form the official contract between Client and Client's Contractor, and the basis for decisions concerning the work.

## Phase 400 – Field Services

### **Construction Administration**

Olsson will perform the following construction administration services:

- Conduct a pre-construction meeting, including preparation and distribution of meeting minutes.
- Answer Client's Contractor's questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process. Olsson will answer up to 15 RFIs. Additional RFIs can be requested and will be billed under Optional Additional Services upon Client's request and approval.

### **Construction Observation**

Olsson will conduct site visits throughout construction if requested and will be billed under Optional Additional Services upon Client's request and approval.

### **Project Close Out**

Olsson will conduct a Project final walkthrough and prepare a punch list of deficiencies.

## **ASSUMPTIONS AND EXCLUSIONS**

- Olsson assumes that Client has secured right-of-way or easement access to facilities within Project boundaries. New acquisitions for rights of access or easements are not included in this Scope of Services.
- Environmental research or permitting is not included in this Scope of Services. Olsson assumes that soil study and geotechnical services will not be needed.
- Olsson will request design locates to mark existing UG utilities. Olsson does not guarantee the accuracy of the utility locates and will use them for approximate placement of new facilities. Olsson assumes that Client's Contractors will acquire UG utility locates and will perform potholing to verify existing UG utilities near construction sites.
- As-built designs are not included in this Scope of Services.
- Olsson assumes Client will provide existing routing of all electrical equipment within scope, including primary and secondary cables.
- Olsson assumes that lines will be designed using wood poles.
- Olsson does not guarantee pole hardware to fit applications due to the variations of naturally grown wood poles. Olsson assumes some additional material may be required for Project to handle these circumstances.
- Olsson assumes that Client will provide existing geotechnical reports for the site location if available. Olsson assumes the soil type to be typical along the proposed line path and will not require further testing for direct-bury pole foundations or anchors.
- Olsson assumes that Client will provide current survey data for the site location. Additional survey required for design can be provided under Optional Additional Services at Client's request and approval.
- Olsson assumes on-site visits will be required for this Scope of Services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:                      Within Two Week of Receipt of Signed Work Order and Notice to Proceed (NTP).

Anticipated Completion Date:      Within 20 Weeks of Project Kickoff Milestone Completion.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

**COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Work Order. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

<b>Phase and Description</b>	<b>Fee Type</b>	<b>Fee</b>
Phase 100 – Project Management	TMNTE	\$18,000.00
Phase 200 – Design	TMNTE	\$102,000.00
Phase 300 – Bidding Services	TMNTE	\$12,000.00
Phase 400 – Field Services	TMNTE	\$3,000.00
<b>TOTAL</b>		<b>\$135,000.00</b>

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$135,000.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be \_\_\_\_\_.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, via email: [skoehler@olsson.com](mailto:skoehler@olsson.com). This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Abbey Levin, P.E., Project Engineer

By   
Scott Koehler, P.E., Technical Expert

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF FALLS CITY, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

- Attachments  
Standard Labor Billing Rate Schedule  
Reimbursable Expense Schedule  
Exhibit A

**EXHIBIT A**  
**Billing Rate Schedule, Olsson Services 2025 Labor Rates**

<b>Category</b>	<b>Description</b>	<b>Range Per Hour</b>	
Coordinators and Specialists	Administrative Assistant/Coordinator	\$48	\$86
	Administrative Manager/Specialist	\$89	\$149
	Senior Administrative Coordinator	\$78	\$111
	Senior/Project Coordinator	\$108	\$123
	Public Engagement Coordinator	\$86	\$98
	Public Engagement Senior Coordinator	\$103	\$140
	Public Engagement Specialist	\$150	\$157
	Business Development Specialist	\$147	\$241
	Business Development Sr Specialist	\$208	\$448
Technicians and Designers	Entry to Mid Technician	\$59	\$114
	Senior Technician	\$73	\$160
	Design Associate	\$107	\$160
	Associate Landscape Designer	\$102	\$109
	Assistant Landscape Designer	\$94	\$97
	Student Technician - Level 1	\$48	\$80
	Student Technician - Level 2	\$68	\$78
Engineer/Planner/Scientist/Architect	Assistant Engineer/Planner/Scientist	\$84	\$153
	Associate Engineer/Planner/Scientist	\$93	\$170
	Engineer/Planner/Scientist/Architect	\$103	\$193
	Project Engineer/Planner/Scientist/Architect	\$123	\$204
	Senior Engineer/Planner/Scientist/Architect	\$150	\$320
	Lead Engineer/Planner/Scientist/Architect	\$172	\$313
Field	Driller	\$60	\$119
	Construction Observer	\$95	\$177
	1-Person Survey Crew	\$135	\$155
	2-Person Survey Crew	\$200	\$220
	3-Person Survey Crew	\$240	\$285
	Licensed UAV Pilot	\$150	\$150
	Survey	\$63	\$204
Managers	Commissioning/Design Technical Manager	\$123	\$254
	Construction/Design/Technical/Field Manager	\$95	\$222
	Client Relationship Manager	\$218	\$382
	Client Manager	\$146	\$317
	Senior Project Manager	\$238	\$316
	Project Manager	\$193	\$285
	Associate Project Manager	\$138	\$228
Expert	Technical Expert	\$195	\$325
Leaders	Market Leader	\$325	\$423
	Geography Leader	\$326	\$368
	Discipline Leader	\$315	\$331
	Emerging Leader	\$278	\$315
	Sector Leader	\$295	\$347
	Senior Team Leader	\$193	\$314
	Group Leader	\$135	\$281

**Notes:**

1. Services not included in the above categories will be provided on a separate Labor Rate Schedule that will be submitted for review as applicable.
2. Services provided on Saturday, Sunday, Holiday and/or in excess of 8-hours per day may be charged at 1.5 times the hourly rate.
3. Subcontracted services may be invoiced at cost plus 10%.



## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

\*\*Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

**EXHIBIT A**  
**PROJECT MAP**





## RESOLUTION NO. 2026-R111

### RESOLUTION TO AMEND RESOLUTION 2026-R108 PROVIDING FOR FUNDING OF THE HOMEOWNERSHIP FINANCIAL ASSISTANCE PROGRAM FOR 1612 FULTON STREET; AUTHORIZING THE PROVISION OF SUBORDINATE REPAYABLE FINANCING; AND PROVIDING FOR ADMINISTRATION THEREOF

**WHEREAS**, the City of Falls City ("City") constructed a single-family residence located at 1612 Fulton Street pursuant to the Rural Workforce Housing Fund (RWHF) program; and

**WHEREAS**, the City finds that facilitating the sale and owner-occupancy of said property serves a valid public purpose by promoting housing stability, workforce retention, and economic development within the community; and

**WHEREAS**, the City desires to establish a structured, repayable down payment and/or financing assistance program to enhance affordability and improve the marketability of the property; and

**WHEREAS**, Falls City EDGE has expressed its commitment to partner with the City by providing financial support for up to fifty percent (50%) of the total assistance made available under the Program, subject to mutually agreeable terms; and

**WHEREAS**, the City finds that providing subordinate financing secured by a lien against the property is a reasonable and prudent mechanism to assist a qualified purchaser while protecting the City's financial interest;

**WHEREAS**, some issues have arisen regarding the participation of Miller-Monroe in this assistance program and it is in the best interests of all parties to allow Miller-Monroe to collect their commission on this sale at this time and not attach this transaction to later sales of properties;

**NOW, THEREFORE**, be it resolved by the Mayor and City Council of the City of Falls City, Nebraska that:

1. The City hereby adopts the RWHF Homeownership Financial Assistance Program, the components of which are attached hereto as Exhibit "A" and incorporated herein by this reference.

2. The City is authorized to provide repayable financial assistance consistent with Exhibit "A", subject to Council approval and availability of appropriated funds.
3. The City Administrator, or designee, is authorized to administer the Program in accordance with Exhibit "A". The City Attorney is authorized to prepare all necessary promissory notes, deeds of trust, mortgages, lien instruments, and related documentation to secure the City's interest.
4. This program shall be funded by a \$25,000 contribution from the City and a \$25,000 contribution from Falls City EDGE which funds shall be provided to the closing agent prior to closing.
5. A promissory note for \$50,000 to the City of Falls City shall be signed by buyers and secured by a second deed of trust on the property.
6. Upon repayment of the \$50,000 by buyer, City will repay \$25,000 to Falls City EDGE.
7. This Resolution shall take effect and be in full force from and after its passage and approval as provided by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTESTED TO:

CITY OF FALLS CITY

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Clerk

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Mayor

EXHIBIT "A"  
RWHF HOMEOWNERSHIP FINANCIAL ASSISTANCE PROGRAM  
(1612 Fulton Street – Falls City, Nebraska)

Program Purpose: To facilitate the sale and owner-occupancy of the city-owned residence located at 1612 Fulton Street by providing structured, repayable down payment and/or financing assistance.

Maximum Assistance Amount: Assistance shall not exceed Fifty Thousand Dollars (\$50,000.00) per transaction.

Form of Assistance:

- Zero percent (0%) interest loan.
- No monthly payment required.
- Secured by a recorded subordinate lien in second position or otherwise junior to the primary mortgage lender.
- Term of ten (10) years from date of closing.

Repayment Terms: The full principal balance shall become immediately due and payable upon the earliest of:

- a) Sale or transfer of the property;
- b) Refinance of the primary mortgage;
- c) Loss of owner-occupancy; or
- d) Expiration of the ten-year term.

The loan is not forgivable and shall be fully repayable under these terms.

- Eligible Uses of Funds
- Down payment
- Closing costs
- Financing gap necessary to complete purchase

Buyer Eligibility Requirements

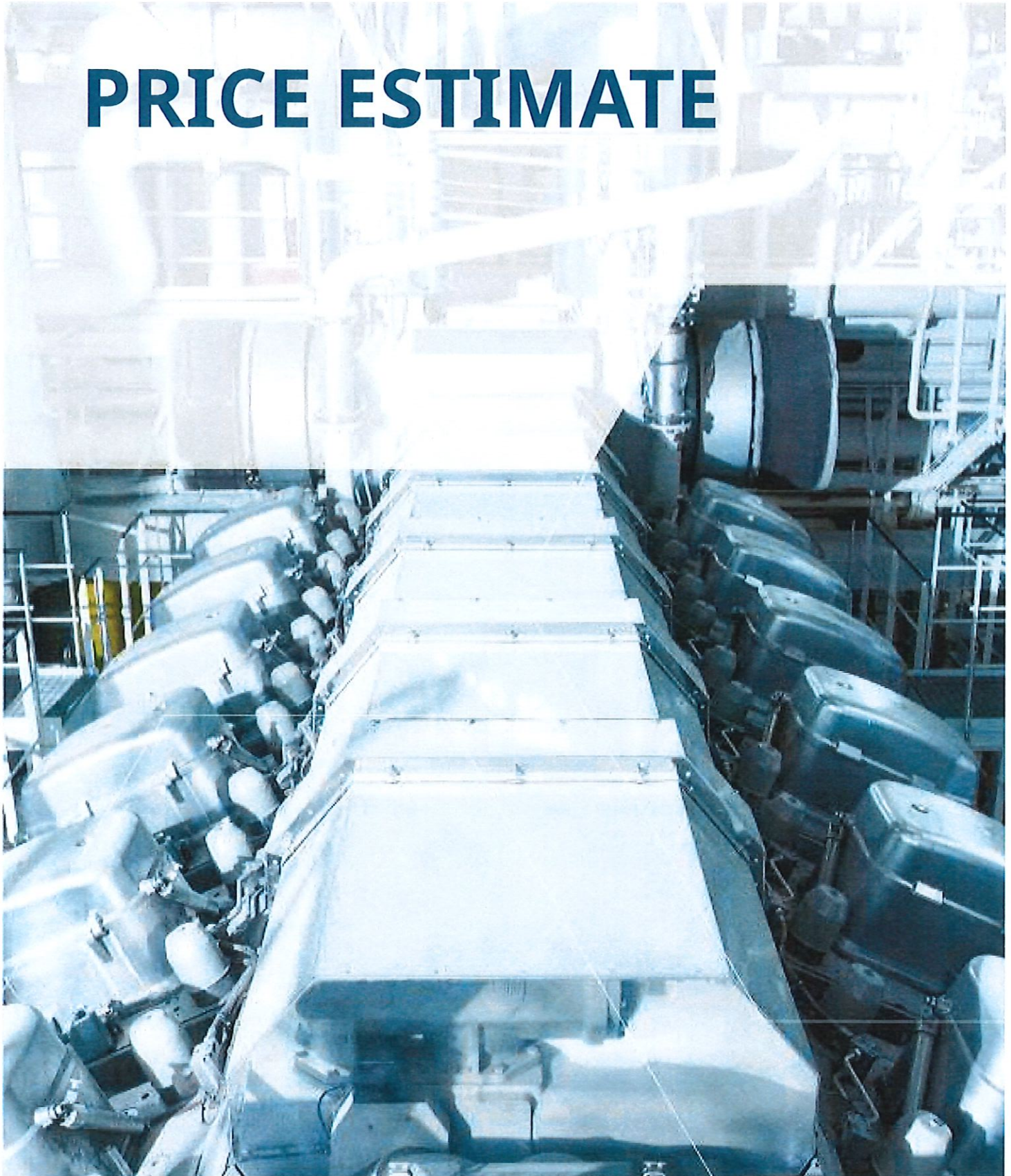
- Must occupy the property as primary residence.
- Must qualify for and obtain a first-position mortgage from a licensed lending institution.
- Must demonstrate financial capacity to maintain mortgage payments, taxes, insurance, and upkeep.
- May not place additional subordinate financing without written City approval.

Compliance Requirements

- Property must remain owner-occupied during the loan term.
- Borrower must maintain hazard insurance and remain current on property taxes.
- Default under the primary mortgage constitutes default under the City's loan.

Program Limitation: The Program applies solely to the property located at 1612 Fulton Street and remains in effect until the property is sold or the Program is amended or repealed by Council action.

# PRICE ESTIMATE



**The City of Falls City**  
**CITY OF FALLS CITY (COFC)**



**Customer**  
The City of Falls City  
2307 Barada Street  
Falls City Nebraska 68355  
USA

**Your Contact** Trevor Campbell  
**Your Inquiry Date** 3.6.2026  
**Your Reference**  
**Terms of Payment** 30 days net  
**Valid To** 3.7.2026  
**Wärtsilä Contact** Bianca Allen

## Price estimate

The scope of supply is based on the totality of the information about the equipment configuration known by Wärtsilä, and is subject to correction or supplementation based on modifications that have been carried out without written notice to Wärtsilä or actual condition of the equipment discovered upon eventual inspection.

### Summary

#### 1. Maintenance services on-site

**PAAE319811 Wärtsilä 20V34DF**

Engine Audit	23 515,00 USD
Auxiliary systems Audit	23 515,00 USD
Plant & Engine automation Audit	23 515,00 USD

#### 2. Other Items

Accommodation Expenses Estimated	16 339,74 USD
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<b>PRICE ESTIMATE (EXCLUDING VAT) TOTAL</b>	<b>86 884,74 USD</b>
<b>TOTAL ESTIMATED PRICE</b>	<b>86 884,74 USD</b>

Will be invoiced according to actual hours.

## Middle East Conflicts

For the purposes of this Offer, "Middle East Conflicts" means:

- a) any conflict, hostilities, military action, disruption or related events occurring in or around Iran, Israel, Saudi Arabia, Kuwait, the United Arab Emirates, Qatar, or any other country within or in close proximity to the Middle East region;
- b) any conflict, disruption, blockage or other materially adverse event affecting the Suez Canal, the Gulf of Aden, the Red Sea or the Strait of Hormuz; and
- c) any escalation, consequence or measure associated with any of the foregoing.

This Offer assumes that the Middle East Conflicts are peaceably resolved prior to the execution of the Contract. Wärtsilä reserves the right to adjust the Contract Price, delivery schedule or any other contractual obligations as necessary due to the Middle East Conflicts. For the purposes of this Offer and any future Contracts, the Middle East Conflicts shall be regarded as Force Majeure event.

## Scope of supply

### 1. Maintenance services on-site

Services activities will be done at the site by a Wärtsilä crew of 3 engine technicians for component maintenance.

Work is estimated to start subject to Wärtsilä's receipt of customer's PO or other written authorization to proceed in accordance with this offer

Work will be invoiced according to actual hours and the Price Estimate is indicative. Changes to the scope of work, start date, or team composition for example, may impact the final invoiced price.

#### The Price Estimate is based on Wärtsilä service team comprising of:

- Technical Expert (L2) x 1 / 2 days (Subcontractor)
- Technical Expert (L2) x 1 / 2 days (Subcontractor)
- Technical Expert (L2) x 1 / 2 days (Subcontractor)

Team composition and availability of resources is subject to prior formal order and confirmed at the time of Order Acknowledgement.

#### Scope of work:

**PAAE319811 Wärtsilä 20V34DF**

**Engine Audit**

**Intermediate inspection**

	Quantity
• Cylinder head tightness	1
• Cylinder head endoscopic inspection	1
• Cylinder liner endoscopic inspection	1
• Piston endoscopic inspection	1

**Turbocharger inspection**

	Quantity
• Nozzle ring condition	1
• Turbine wheel condition	1
• Compressor wheel condition	1

**Performance evaluation**

	Quantity
• Engine performance collection (single point)	1
• Engine auxiliary performance analysis	1

**Operation & maintenance**

	Quantity
• Installation data collection	1
• Engine maintenance history review	1
• Engine fluids sampling & analysis	1
• Engine visual inspection	1
• Engine spare parts inspection	1

**Auxiliary systems Audit**

**Fuel system, liquid**

	Quantity
• MOD 011 W34DF EAM 3.0 1-C LFO/Dual Fuel	1
• PCE 901 LFO Feeder 3.0 Double	1
• PCE902 LFO Automatic Filter	1
• PCC011 W34DF EFB 3.0 LFO	1

**Fuel gas system**

Quantity

- ZAA Fuel Gas Auto Shut-off and ZEB Vent Valves 1
- ZAC 011 W34DF Compact Gas Ramp 1

**Lubricating oil system**

- |  | Quantity |
|--|----------|
| • QAE 901 Lube Oil Transfer Pump Unit (Stationary) | 1        |
| • QAM 901 Service Lube Oil Tank                    | 1        |
| • QLC 901 Lube Oil Transfer Pump (mobile)          | 1        |

**Compressed air system**

- |  | Quantity |
|--|----------|
| • TSA 901 Starting Air Unit                    | 1        |
| • TSB 901 Starting Air Bottle                  | 1        |
| • TCA 901 Instrument Air Unit & TCC 901 Bottle | 1        |

**Cooling water system**

- |  | Quantity |
|--|----------|
| • Radiator inspection                    | 1        |
| • VBA 901 Maintenance Water Tank, 6.0 m3 | 1        |
| • Expansion tank inspection              | 1        |
| • Maintenance water tank inspection      | 1        |
| • Temperature control valves inspection  | 1        |

**Charge air system**

- |                              | Quantity |
|------------------------------|----------|
| • NGA 011 Charge Air Filter  | 1        |
| • NHC 011 Turbo Washing Unit | 1        |

**Exhaust gas system**

- |                                      | Quantity |
|--------------------------------------|----------|
| • NHA 011 W34 Exhaust gas module 1-C | 1        |
| • Exhaust gas bellow                 | 1        |
| • Exhaust Gas Silencer               | 1        |
| • Rupture disc                       | 1        |

**Emissions control system (SCR)**

- |                         | Quantity |
|-------------------------|----------|
| • Reactor & Mixing Duct | 1        |
| • Urea Pump             | 1        |
| • NOx Controller        | 1        |

- Dosing Unit 1

**Plant & Engine automation Audit**

**Lube oil system**

- |  | Quantity |
|--|----------|
| • QAE 901 Lube Oil Transfer Pump Unit (Stationary) | 1        |
| • QAM 901 Service Lube Oil Tank                    | 1        |
| • QLC 901 Lube Oil Transfer Pump (mobile)          | 1        |

**Generator**

- |  | Quantity |
|--|----------|
| • Overall visual inspection + IR/PI-Test max. 2 x Gen. | 1        |

**Auxiliary systems**

- |   | Quantity |
|---|----------|
| • Visual inspection of Electrical parts of: | 1        |

**Engine auxiliary module**

- |   | Quantity |
|---|----------|
| • MOD 011 W34DF EAM 3.0 1-C LFO/Dual Fuel | 1        |
| • PCE 901 LFO Feeder 3.0 Double           | 1        |
| • PCE902 LFO Automatic Filter             | 1        |
| • PCC011 W34DF EFB 3.0 LFO                | 1        |

**Fuel gas system**

- |  | Quantity |
|--|----------|
| • ZAA Fuel Gas Auto Shut-off and ZEB Vent Valves | 1        |
| • ZAC 011 W34DF Compact Gas Ramp                 | 1        |

**Compressed air system**

- |                               | Quantity |
|-------------------------------|----------|
| • TSA 901 Starting Air Unit   | 1        |
| • TCA 901 Instrument Air Unit | 1        |

**Exhaust gas system**

- |                              | Quantity |
|------------------------------|----------|
| • NHC 011 Turbo Washing Unit | 1        |

**Emission control system (SCR)**

	Quantity
• Reactor & Mixing Duct	1
• Urea Pump	1
• NOx Controller	1
• Dosing Unit	1

**Cooling water system**

	Quantity
• Cooling Radiator	1
• VBA 901 Maintenance Water Tank	1

**DC/LV System**

	Quantity
• 24VDC/110VDC	1
• LV switchgear cubicle	1
• LV breakers	1

**MV system**

	Quantity
• MV switchgear cubicle	1
• MV breaker	1

**Auxiliary transformer**

	Quantity
• Step up transformer	1
• Control panels	1
• Operators station	1

**Engine Automation**

	Quantity
• EA current setup check	1
• Sensor readings at 75% load	1
• Interconnection drawings collect and review	1
• OMD inspection	1
• EA related monitoring systems check	1

For customer responsibilities please see section Terms of Offer - Customer Responsibilities.

Unless specifically mentioned, no tools have been included in the estimate and will not be provided unless otherwise agreed.

## Terms of offer

### General

Wärtsilä ("Supplier") hereby provides a non-binding Price Estimate for the Services and Spare parts based on a scope defined in this document and the listed attachments. This Price Estimate is made for budget purposes only.

- Any repairs / renewals/ machining items or equipment other than the equipment specified in this document shall be considered as a change of scope and handled accordingly.
- Any additional documentation charges / miscellaneous charges / test / certificates etc. will be charged additionally at a rate of cost + 10%. • This Price Estimate is subject to the availability of manpower and parts at the time of order confirmation.
- This Price Estimate is based on Wärtsilä's most recent General Terms and Conditions – Services and General Terms and Conditions – Parts (as the case may be), available at <http://www.wartsila.com/general-terms-conditions>. A copy of those terms is attached. The applicability of any other Terms and Conditions is expressly excluded and any attempt to modify or supplement those terms and conditions shall constitute a rejection of this offer.

### Validity Period

This offer shall remain valid until the date specified in its header.

### Travel & lodging

Travel related costs are invoiced according to actual costs plus additional 10% handling fee unless otherwise specified in an applicable rate sheet or prior agreement. Possible estimated costs provided in this document are based on utilization of the service resources as specified in section "Scope of Supply" and is to be considered indicative only.

Typical travel and other costs are:

- All travel (including flights and any other travel costs incurred)
- All accommodation outbound / inbound
- Any visas / work permits required
- Daily allowance
- Travel time charges
- Preparation before travel
- Customers site / safety courses

### Customer responsibilities

Please observe the following additional requirements for customer provided items / services.

### Working site related

1. The customer will be responsible to provide engine room emergency exit plan and safety orientations to Wärtsilä service personnel upon arrival to the vessel. The customer will be responsible to remove the equipment from service operations and apply Lock Out/Tag Out protocols prior to Wärtsilä starting any work.
2. Weather securing of work sites, components, and equipment, during works and transport.
3. Arranging and securing the availability of approved lifting points at the work sites.

#### Logistics

1. Arranging site logistics to bring necessary tools, parts, and equipment from / to place of use. Typically, such as cranes, forklifts, assisting labor and trucks, including the necessary equipment and material for securing parts and components for and during transportation.
2. Arranging pallets, crates, etc., available at work sites for storing and moving dismounted components; also plastic boxes and bags to collect / sort spare parts and components must be available at work sites.

#### Material and other supplies

1. Arranging required consumable substances like for example, grease, glue, oil, liquid nitrogen, and other relevant commonly used compounds. (Supply of other special materials required to be agreed by parties as part of work planning after receipt of order).

Other customer responsibilities are defined in the Appendix – Responsibility Matrix (if prepared and used)

#### **Change of requirements or scope**

Prior to work commencement

Any change of requirements and/or scope of supply requested or identified shall be promptly communicated to the other party and subject to that party's approval and may impact on the Price Estimate. Any changes to the specification requested after acceptance of the order may result in an update to the Price Estimate, delivery dates, and final invoiced amount accordingly.

#### During work execution

Wärtsilä may recommend but shall not be required to implement any change of requirements and/or scope of supply during the work execution unless such change is authorized by a change order issued by the customer. Required additional service work and/or spare parts shall be described in the scope of the change order.

The scope and terms of each change order must be mutually agreed on by both Parties in writing. Both Parties agree to inform each other about the revealed requirements for a change order without unnecessary delay.

### Delivery Terms

Transportation costs of components to and from work site as, well as between work site and workshop, are excluded from the Price Estimate and will be charged according to actual costs plus additional 10% handling fee, when arranged by Wärtsilä, unless otherwise specified in an applicable rate sheet or prior agreement.

### Conditions

- Appendices 1. Energy-North Americas-WUS-FS Rates-USD-01-2026
- Appendices 2. EN-EN General Terms and Conditions - Services 2025

Sincerely,

Wärtsilä North America, Inc.  
Andrew Corbitt  
Account Manager, Energy Services  
andrew.corbitt@wartsila.com

Wärtsilä North America, Inc.  
Nisar Ahmed  
Senior Sales Support Engineer  
nisar.ahmed2@wartsila.com



# Field Service Rates 2026

Wärtsilä North America Inc

## SERVICE WORK CHARGES VALID FOR 4-Stroke, Electrical & Automation

### A. RATES in USD excl. VAT

Applicable Rates:	Hourly Rates		
Performed by	Normal Rate	Overtime A Rate	Overtime B Rate
Service Technician	190	210	245
Service Engineer	269	283	314
Superintendent	321	368	398

### B. Terms and conditions

Normal Hourly Rate	Monday to Friday up to eight (8) consecutive hours for work performed between 7:00 AM and 7:00 PM.
Overtime A	Monday to Friday, commencing on ninth (9th) working hour for work performed between 7:00am and 7:00pm (daytime) and for work performed between 7:00pm and 7:00am (night-time).  Saturdays, up to first eight (8) consecutive hours.
Overtime B	Saturdays, commencing on ninth (9th) working hour. Sundays and public holidays, all hours.
Daily allowance	Domestic travelling will be charged with 80 USD per day. International travelling will be charged according to government country specific daily allowance.
Travel Hours	Will be charged as Normal hours.
Waiting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Preparing & Reporting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Special Tools	All Special Tools provided by Wärtsilä Group will be charged according to separately provided price list or quoted price.
Company Car Usage	1 USD per mile.
Travelling Expenses	Will be charged at cost plus 10% administrative fee.
Miscellaneous Expenses	Will be charged at cost plus 10% administrative fee.
Working Aboard	If a service worker must stay on board an installation without the possibility of exit after a working day, a minimum of 12 hours per day will be charged according to applicable rate.

**C. Reserved rights and charges**

**C1. Reservation Fee**

This Reservation Fee will be applied when the customer specifically requests to put an engineer on “Reserved Status” (making him/her unavailable for other jobs or service assignments) awaiting travel instructions to customers work site. A maximum of five days is permissible for reserving an engineer. When five days have elapsed Wärtsilä reserve the right to re-assign the engineer for other service assignments.

*See table in Section C3 for applicable fees.*

**C2. Rescheduling and Cancellation Fees**

If customer requests service work to be rescheduled or cancelled less than 1 week prior to the scheduled job start date, a *Rescheduling Fee*, or a *Cancellation Fee* (for each affected service engineer) will be charged in accordance with Table C3.

Confirmation of the newly requested dates will be subject to the availability of the required engineer(s).

In addition to the Rescheduling or Cancellation fee, customer shall be responsible for all other costs incurred by Wärtsilä as a result of the rescheduling, including, but not limited to, unavoidable additional travel and accommodation costs.

*See table in Section C3 for applicable fees.*

**C3. Table of applicable fees (per affected engineer)**

Reservation Fee	Rescheduling Fee	Cancellation Fee
USD 1076	USD 1076	USD 2152

**D. General Terms & Conditions**

In all other respects, the latest version of “WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES” applicable at the time of order, shall be applied.

All spare parts used for maintenance work will be charged according to Wärtsilä global list price, and the latest version of “WÄRTSILÄ GENERAL TERMS AND CONDITIONS PARTS” applicable at the time of order, shall be applied.

**E. Validity**

Date of revision: **01.01.2026**

This price list is valid from the Date of Revision and continues until further notice.

Wärtsilä reserves the right to revise and amend this price list at any time.

# WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES (2025)

## 1. INTRODUCTION, CONTRACT FORMATION, SCOPE, AND CHANGES

1.1 These General Terms and Conditions – Services (2025) (the "Conditions") shall, unless otherwise agreed in writing, apply to all services performed ("Service Work") by any authorized member, agent, or representative of the Wäartsilä Group (the "Contractor") for a customer (the "Customer").

1.2 Offers are non-binding until accepted and confirmed by a purchase order issued by the Customer in compliance with these Conditions. Upon receipt of the Customer's purchase order, the Contractor may issue an order acknowledgement or begin work, in either case forming a "Contract". These Conditions shall form an integral part of the Contract.

1.3. Any Customer-introduced terms inconsistent with or additional to the Conditions are hereby disclaimed, shall not be incorporated into the Contract, and shall have no effect unless signed by the Contractor's authorised representative.

1.4 The Contractor's offers are conditional on credit approval and discharge of any existing debts. The Contractor may rescind any offer or suspend or terminate the Contract without liability to the Customer if the Customer does not discharge existing debts or is deemed, at the Contractor's sole discretion, not credit worthy.

1.5 The Customer may not change or cancel any purchase order after it has been received by the Contractor unless the Contractor has agreed in writing to such change or cancellation. The Customer shall pay any applicable rescheduling, cancellation, or variation order fees as per the Contractor's latest rates.

1.6 Depending on conditions encountered or discovered after formation of the Contract, the Contractor may recommend reasonable changes to the scope of the Service Work or Physical Work and the Customer shall pay for any additional Service Work provided by the Contractor because of such changes.

1.7 The Customer shall compensate the Contractor for any increases in the Contractor's cost of performing the Service Work arising after the Contractor's offer because of the actions or omissions of the Customer or a third party not under Contractor's control (such as, but not limited to a change of law or a Force Majeure event) if such increases are not foreseeable at the time of the offer or are not reasonably preventable by the Contractor's actions.

## 2. SCOPE OF SERVICES

2.1 The Contractor shall perform the Service Work specified in the Contractor's order acknowledgement. Service Work may be delivered onsite or remotely.

2.2 Service Work may include: (1) "**Field Service**", that is, the attendance of a service technician or technical manpower ("Primary Service Technician") provided by the Contractor to perform installation, commissioning, repair, reconditioning or maintenance of the Customer equipment; (2) "**Workshop Services**", that is, the inspection, overhaul, replacement or reconditioning of the Customer's parts at the Contractor's workshop; (3) "**Technical Advisory Services**", that is, the provision of technical advice by the Contractor's technical expert(s) ("Technical Advisor"); (4) "**Investigation Services**", that is, the inspection or investigation of the condition or performance of the Customer parts or equipment; (5) "**Underwater Services**", that is, any Field Service or Investigation Service that is performed underwater or that is wholly or partially performed by diving; or (6) other services as specified in the Contractor's order acknowledgement.

2.3 If the Contractor is providing Technical Advisory Services, the Contractor is not responsible for performing any installation, repair, or maintenance of equipment (the "Physical Work"). The Customer shall provide adequate Primary Service Technician(s) to complete the Physical Work and ensure that they fully cooperate with the Contractor's Technical Advisor(s). The Customer shall have no right to employ the Contractor's personnel for Physical Work unless the Contractor has undertaken that its Technical Advisor(s) will perform such work in its order acknowledgement. A Technical Advisor is not a supervisor or superintendent over the Primary Service Technician(s) or of the Physical Work. Where providing Technical Advisory Services, the Contractor disclaims all responsibility for Physical Work performed by the Customer's Primary Service Technician(s). Any Physical Work directly performed by the Contractor's Technical Advisor(s), and any participation by the Contractor's Technical Advisor(s) in the Physical Work, shall, unless duly recorded in the Service Report as Physical Work performed by the Contractor's Technical Advisor(s), be deemed ancillary and incidental to their role, and shall not give rise to any additional warranty obligations or liability. Physical Work duly recorded in the Service Report as having been performed by or with the involvement of the Contractor's Technical Advisor(s) shall be treated as Field Service.

2.4 Unless otherwise stated in the Contractor's offer or order acknowledgement, Workshop Services does not include transportation of the Customer's parts to and from the Contractor's workshop. The Customer shall

arrange to deliver the parts DDP Contractor's workshop, and to pick up the parts FCA Contractor's workshop once the Service Work is completed.

2.5 Investigation Services do not include any guarantee as to the results or condition of the Customer equipment or part investigated, and do not give rise to a warranty.

2.6 The Contractor may prepare a service report describing, e.g., the Service Work it has performed, the conditions it encountered – including the prior condition of the equipment being serviced – and any relevant observations and recommendations for the Customer (the "**Service Report**"). Service Reports are prepared, shared and stored at the Contractor's sole discretion and for the Contractor's benefit, and the Contractor has no obligation to preserve Service Reports for the Customer's benefit unless separately agreed in writing. Service Reports are not works made for hire, and copyright shall vest and remain with the Contractor. If copyright to such Service Reports vests to the Customer under applicable law, the Customer agrees to take all necessary actions (at its own expense) to assign such copyright to the Contractor. If a Service Report is shared with the Customer, it is provided on an 'as is' basis with no warranty whatsoever, express or implied. The Contractor makes no representation that Service Reports are accurate, complete, or timely. Irrespective of any Customer confidential information they may contain, Service Reports shall be deemed solely confidential information of the Contractor under Section 3.1 of these Conditions.

## 3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Neither party shall copy or disclose to a third party any document or data provided by the other party on a confidential basis (as clearly indicated in writing at the time of the initial disclosure) without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Service Work, or any document or data provided by the Contractor in connection therewith shall remain the Contractor's property. The Customer shall defend, indemnify, and hold harmless the Contractor against all claims, losses, and damages, including reasonable attorneys' fees, arising out of, or resulting from any reuse, modification, reproduction or publication of the Contractor's intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

3.2 Notwithstanding anything to the contrary, companies belonging to Wäartsilä Group shall have the right to collect data from sensors, instruments, monitors, data collectors, industrial control or SCADA devices located at Customer's sites or on the equipment delivered, or if agreed between the parties through any digital platform managed by the Customer or an authorized third party for storing such data, and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wäartsilä Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wäartsilä Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract.

3.3 Subject to the Customer's compliance with the Contract and these Conditions, the Contractor grants the Customer a non-exclusive license to use any software supplied with the Service Work ("Software") in connection with the normal and proper use of the applicable products. If Software is supplied as part of the Service Work, the term Service Work shall be deemed to include Software whenever used in these Conditions. The Customer may make copies of the Software only where essential for its lawful operation or for necessary back-up purposes. The following terms apply to the Software: (1) Customer shall not copy, modify, create derivative works from, disassemble or otherwise attempt to derive the source code; (2) supply of Software does not include updates, upgrades, maintenance, support or other additional services and any such items shall be subject to separate written agreement and additional cost; (3) the use of the Software may be subject to separate terms of use or third-party software terms as updated from time to time; (4) any onward supply of the Software to the Customer's customers or other end users, shall be subject to the applicable terms of the Contract and these conditions (or substantially equivalent terms). If any cloud-based service is supplied in connection with the Services ("Cloud Service") then the Customer may access the Cloud Service for the duration agreed in the Contract.

## 4. PERFORMANCE, DELIVERY, ACCEPTANCE

4.1 The Customer shall be deemed to have accepted the Service Work performed by the Contractor and the quality and quantity of any parts delivered as part of the Service Work as being in accordance with the Contract unless the Customer has notified the Contractor of any non-conformity,

shortages, or damage within three (3) days following the last day on which the Service Work was performed. Any date or period for dispatching or completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service Work.

4.2 If the Customer anticipates that the Service Work cannot be commenced or a delivery accepted as agreed in the Contract due to reasons attributable to the Customer, the Customer shall notify the Contractor in writing stating the reason and the time when the Customer anticipates that the Service Work could commence, or the delivery be accepted. The Contractor may by notice require the Customer to set a final reasonable time for when the Service Work should commence, or the delivery be accepted. Any additional costs related to such delay shall be borne by the Customer, including as further described in Clauses 1.6, 1.7 and 9.3.

4.3 All references to trade terms shall be interpreted in accordance with Incoterms® 2020. Any date or period for delivery or completion of services stipulated or quoted by the Contractor shall be deemed to be an estimate only. Packing materials shall not be returned to the Contractor.

4.4 The Contractor has a right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that the Customer will not be able to perform its obligations as stated in the Contract.

## 5. COMPENSATION, PAYMENT, AND OWNERSHIP

5.1 If not expressly agreed otherwise in writing, the Contract's price is based on the Service Work performed during normal working hours. Time sheets for each week shall be provided by the Contractor to the Customer and shall be promptly checked and attested by the Customer. The time sheets provided by the Contractor shall be deemed to be evidence of the working hours invoiced by the Contractor. Hourly rates, overtime rates and daily allowances shall be as specified in the Contractor's standard rates then in effect (such rates are subject to change from time to time). The Customer will be charged a daily allowance for each of the Contractor's personnel based on the number of working days from the date of departure of such personnel until their return. Unless otherwise agreed in writing, a normal working week is comprised of forty (40) hours; eight (8) hours per working day, spread over five (5) working days. Local holidays shall be observed. Unless otherwise agreed, any Service Work done outside normal working hours shall be charged to the Customer as overtime. Any waiting and/or stand-by time for which the Contractor is not responsible shall be charged to the Customer as normal working time. Time spent by the Contractor's personnel travelling to and from the Contractor's office, the work site and the Customer-provided lodging shall be for the Customer's account. The daily remuneration and allowances shall be payable during incapacity caused by sickness of or accident to any of the Contractor's personnel if caused by failure of the Customer to maintain safety in the work site environment.

5.2 All travel expenses, plus ten percent (10%) handling cost, incurred in connection with the Contract shall be for the account of the Customer. Travel expenses include: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs duties as well as insurance due in connection with personal effects, instruments and tools required for the Service Work, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by the Contractor for the Service Work ordered by the Customer, such as internet use, facsimile and telephone calls.

5.3 In the event of any illness or accident affecting any of the Contractor's personnel, whether during the performance of Service Work or otherwise, necessitating medical attention or hospital treatment, the Customer shall ensure that the best and appropriate medical facilities and medications are made available to the Contractor's personnel. If it is necessary to repatriate an ill, injured, or deceased member of the Contractor's personnel, the Customer shall assist the Contractor in arranging for such repatriation in the safest and most expedient manner. All costs incurred under this Clause 5.3 shall be borne by the Contractor.

5.4 Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction, all expenses for remitting payments being borne by the Customer. The Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. The Customer shall pay the Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, the Contractor shall be entitled to suspend or terminate the Contract by written notice to the Customer, and such remedies shall not be exclusive of the Contractor's additional rights under contract or law. Title to any part, material, equipment, supplies, consumables or replacement and any other items furnished, provided, or supplied by the Contractor in performance of the Service Work shall pass to the Customer only when payment in full has been received by the Contractor. The Contractor may as a precondition for the performance of the Service Work, request that the Customer provides the Contractor with security covering any unpaid amount already owed to the Contractor or one of its affiliates.

5.5 Any assistance or work performed by the Contractor outside the scope of Contract shall be charged as extra work in accordance with the Contractor's standard rates then in effect and with these Conditions.

5.6 All prices quoted in the Contractor's offer, order acknowledgement, price lists(s) or invoices are net and exclude taxes, duties, tariffs and similar assessments which are payable in addition as applicable. The Contractor reserves the right to make changes to its price list(s) without prior notice.

## 6. WARRANTY

6.1 For Service Work where the Contractor is providing Field Service, Underwater Field Service, or Workshop Services, the Contractor shall re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period. If providing Technical Advisory Services, the Contractor shall revise or supplement any erroneous technical advice discovered during the warranty period but provides no warranty or remedy for Physical Work performed by the Customer's Primary Service Technician(s) or warranty as to the general condition of equipment with respect to which the Contractor has provided Technical Advisory Services. Investigation Services do not give rise to any warranty. Service Work does not create a general warranty for the equipment, part or component serviced, and the Contractor's sole warranty obligation is to re-perform any defective Service Work.

6.2 The Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and to enable the Contractor to perform its warranty obligations under Clause 6.1 in a cost-effective manner either at the original location where the Service Work was performed or at another location acceptable to Contractor.

6.3 All warranty claims shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. The Customer shall have the responsibility to establish that its claim is covered by this warranty. Parts replaced by the Contractor under warranty shall become the Contractor's property and upon the Contractor's request, be returned at the Contractor's cost. Delivery of repairs or re-performance under this warranty will be made in accordance with the original Contract delivery terms. The Contractor warrants that any Software shall not contain any material non-conformance with the Contractor's technical specification for such software during the warranty period and that the Cloud Service will perform substantially in accordance with the Contract and the Contractor's technical specifications for the duration of the applicable term provided in the Contract.

6.4 The warranty period for the Service Work begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire six (6) months following the last day on which the Service Work was re-performed under the warranty. The re-performed Service Work, and the warranty for re-performed Service Work, shall be subject to the same terms, conditions, and limitations of liability applicable to the originally-performed Service Work. Under no circumstances shall the warranty period of any Service Work (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in the first sentence of this Clause.

6.5 The Contractor shall not be liable for, and the warranty of this Clause does not apply to any defect due to or arising in connection with: (1) any Physical Work performed by Primary Service Technicians provided by the Customer, (2) any materials, components, tools, designs or software provided by the Customer; (3) negligence or wilful misconduct of the Customer or third parties; (4) parts, accessories or attachments other than those supplied by the Contractor in the course of performance of the Service Work; (5) improper service work, installation or alterations carried out by the Customer; (6) normal wear and tear; (7) use of unsuitable material or consumables by the Customer; (8) fluctuation in the grid; (9) any use, service or operation of any equipment, parts or components upon which Service Work was performed which is not in conformity with manuals, instructions or specifications provided by the Contractor or which is otherwise not in accordance with normal industry practice; or (10) any non-conformities, defects (including latent defects), damage, vulnerabilities, or problems with the Customer's equipment or parts which predate the Service Work, even where the Service Work specifically includes Investigative Services intended to identify such pre-existing conditions or Workshop Services to re-condition a part. The Contractor's warranty obligation does not include any craneage, electricity, scaffolding, docking, towage costs, demounting or mounting costs, additional costs and expenses incurred by Contractor as a result of Customer's request to re-perform the Service Work at a location different than the original location, and expenses of the Contractor's personnel or representatives, taxes, and duties, and all such costs and expenses shall be reimbursed by the Customer to the Contractor when applicable. The Contractor's warranty obligation also does not include diving or sub-sea work, except if the Contractor originally provided Underwater Services. If, after the Contractor's warranty investigation, the Contractor (at its sole discretion) concludes that the Customer does not have a warranty claim within the scope of these Conditions, then the Customer shall be responsible for all applicable costs and expenses incurred by the Contractor in investigating or responding to the warranty claim.

6.6 THIS CLAUSE 6 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICE WORK AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. THE CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY) WITH RESPECT TO ANY NON-CONFORMITY, DEFECT, ERROR, OR OMISSION ASSOCIATED WITH THE SERVICE WORK. THE CUSTOMER ACCEPTS THE SOFTWARE AND CLOUD SERVICE "AS IS" AND AS AVAILABLE. THE CONTRACTOR DOES NOT GUARANTEE THAT THE SOFTWARE OR CLOUD SERVICE WILL BE ERROR-FREE, VIRUS-FREE,

UNINTERRUPTED OR FREE FROM VULNERABILITIES, OR THAT THE CONTRACTOR WILL CORRECT ALL ERRORS. THE CUSTOMER ACKNOWLEDGES THAT THE CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE CONTRACTOR IS NOT RESPONSIBLE FOR ANY DOWNTIME OR OTHER PROBLEMS IN THE CUSTOMER'S OR ANY OTHER THIRD PARTY'S SYSTEMS. THE CONTRACTOR IS NOT LIABLE FOR DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 7. CONTRACTOR'S LIABILITY

7.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL, ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS OR PARTS ON WHICH SERVICE WORK WAS DIRECTLY PERFORMED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE, LOSS OR CORRUPTION OF DATA.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY OR EQUITY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.

7.3 The Contractor shall not be liable for any work carried out by the Customer, the Customer's Primary Service Technician(s), or by any third party, even though carried out under the direction or supervision of, with assistance from, or vetted by the Contractor's personnel or Technical Advisor(s). The Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by the Contractor.

7.4 The Contractor shall not be liable for any harm, injury or damages due to or arising in connection with: (1) limited, inaccurate, or insufficient visibility, information or situational awareness where the Service Work is performed remotely, (2) software provided by the Customer; (2) monitoring, digital and/or cybersecurity-related systems other than those provided by the Contractor; or (3) improper service work, installation or alterations carried out by the Customer on any monitoring, digital and/or cybersecurity-related systems. Improper service work includes any act or omission which contradicts the recommendations regarding maintenance, configuration or operation issued by the supplier or manufacturer of the system resulting in detrimental reliability or increased possibility of failure.

## 8. INSURANCE

Each of the Contractor, the Customer, and any subcontractor of the Customer providing Primary Service Technician(s) to the Customer, shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel and cover its general liability.

Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.

## 9. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

9.1 Neither the Contractor nor the Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by, or arising from an event of force majeure ("Force Majeure"). Force Majeure means any events or circumstances (whether foreseen or unforeseen) which are beyond the reasonable control of the party affected, and includes without limitation acts of God, wars whether declared or not, any events involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, cyber incidents, any measures taken by public authorities in connection with threat of terrorism, embargos and import or export restrictions, acts of civil or military authorities, any lawful or unlawful restrictions and actions of any public authority or government, sanctions, boycotts, fire, flood, accidents, strikes, failure of a subcontractor or sub-supplier of the Contractor to provide manpower, materials or goods caused by an event that qualifies under this Clause 9.1, shortage of transportation, the imposition of transport restrictions

or customs clearance problems, epidemics, unusually severe weather affecting either party, or causes beyond their control.

9.2 Once a party is aware that its performance under the Contract is affected by Force Majeure, the affected party shall, without undue delay, give written notice to the other party briefly setting out relevant details of the delay.

9.3 If the Service Work cannot be commenced as agreed or is interrupted due to reasons of Force Majeure or for other reasons not attributable to the Contractor, the costs for maintaining personnel at or near the work site (including, without limitation, wages and lodging) will be borne by the Customer. If the interruption continues for more than one week, the Contractor may, at its own discretion, withdraw such personnel to their home location or another reasonable location. All expenses in relation to such withdrawal and/or subsequent return shall be borne by the Customer. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

9.4 If the period of suspension exceeds two (2) months, either party may terminate the Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. Any termination because of Force Majeure shall not affect a party's right to receive payment in respect of all costs incurred, as at the date of the termination notice, in pursuit of its obligations.

## 10. SECURITY AGREEMENT

To the extent permitted by law, the Customer hereby grants to the Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessaries, in and to all equipment, parts and components upon which the Service Work is performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Service Work. The Customer hereby waives all claims, defences, and causes of action that the Customer may have in connection with the exercise of any such lien rights by the Contractor.

## 11. THE CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

The Customer shall comply with all laws, rules, and regulations applicable to the performance of the Service Work. The Customer shall provide or secure for the Contractor, at no cost, all the following facilities, rights and services which must be in English or another language acceptable to the Contractor's personnel, and of sufficient type, quality and/or quantity for the Contractor's performance of the Service Work, unless otherwise agreed to in writing by the parties:

11.1 Ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for the Contractor's performance of the Service Work;

11.2 Heated and/or air-conditioned facilities with available drinking water for the Contractor's personnel near the work site as follows:

- service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies of the Contractor's personnel;
- changing rooms, provided with locks, toilet and washing facilities for the use of the Contractor's personnel; and
- furnished offices with locks, equipped with telephones, facsimile, internet, and other communication requirements of the Contractor's personnel.

11.3 Heated and/or air-conditioned boarding and lodging facilities for the Contractor's personnel that must:

- be safe, secure, clean, and free of health risks;
- have a satisfactory level of comfort and privacy, allowing for a good rest;
- have a toilet and shower, with privacy, located near the cabin or the lodging facility;
- have freedom to access leisure or social activities after work;
- have access to internet;
- lodge a maximum of 2 persons per cabin or room, without "Hot bedding", and clean laundry provided at regular intervals; and
- have choice of hot meal.

11.4 Assistance requested by the Contractor with the customs formalities required for the import and export of the Customer's parts and the Contractor's equipment and tools, free of all duties and taxes.

11.5 Assistance to ensure that the Contractor's personnel obtain visas and any other official entry, exit, residence, working, or activity-specific permits (e.g. diving permits) that may be required by the authorities or commercial entities controlling the work site, including to secure free ingress to and egress from the work site and freedom to carry out the Service Work.

11.6 Information concerning: (i) the local laws and regulations applicable to the Service Work; (ii) any dangerous conditions or unusual risks that may be encountered in the Customer's country, at the work site or in the use of any equipment or tools provided by the Customer; and any information about specific conditions, including weather and ocean conditions, at the work site that the Contractor may reasonably request.

11.7 Additional safety or accommodation measures reasonably requested by the Contractor, as may be specified in bulletins or minimum work site safety and accommodation requirements for its personnel published by the Contractor from time to time.

11.8 Any reasonable assistance from the Customer's employees and subcontractors as needed for the Contractor to perform its Service Work.

11.9 The right to access the location where the Service Work will be performed, including securing such right from third parties if the premises are owned or controlled by a third party (such as a shipyard), without the need for

the Contractor to undertake any additional obligations or liabilities beyond this Contract as a precondition to access.

11.10 In the event the Customer is unable or unwilling to provide a facility, right or service specified in this Clause 11, the Contractor may, at its option, terminate or suspend the Contract without liability to the Customer, or itself secure such facility or service at the expense of the Customer.

## 12. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

12.1 The Customer shall adhere to the Contractor's then-current Safety and Well-Being Pledge, which is available at <https://www.wartsila.com/general-terms-conditions>. The Contractor may support with any remediations needed to bring the Customer into compliance with the Safety and Well-Being Pledge as additional Service Work, and the Customer shall pay for such additional Service Work that it requests the Contractor to perform.

12.2 If, in the Contractor's reasonable opinion, the health, safety, welfare or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials or unsafe working conditions or environment (whether or not specific to the site), the Contractor and its representatives have the same responsibility and authority as the Customer to stop the Service Work. The Contractor may, in addition to other rights or remedies available to it, (i) evacuate some or all its personnel from the work site, (ii) suspend performance of all or any part of the Contract, and/or (iii) remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to the Contractor. The Customer shall reasonably assist in any such evacuation. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

12.3 Operation of the Customer's equipment is the responsibility of the Customer. The Customer shall ensure sufficient safety measures and procedures are followed, when implementing the Contractor's instructions or advice.

12.4 The Contractor has no responsibility or liability for the pre-existing condition of the Customer's equipment or the work site.

12.5 The Customer shall disclose to the Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect the Contractor's work or personnel at the work site. The Customer shall immediately inform the Contractor of changes in any such conditions.

12.6 The Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be safe, suitable and sufficient for the designated tasks, free of Hazardous Materials and/or contaminated substances, risks of infectious disease or outbreak of illness, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives. If the Customer is in breach of any such representation, warranty or covenant, the Contractor may immediately cease performance under this Contract and the Customer shall be liable for the full amount of the fees due under this Contract for all services provided through the date of such termination.

12.7 The Contractor shall notify the Customer if the Contractor becomes aware of: (i) conditions at the work site differing materially from those disclosed by the Customer; or (ii) previously unknown physical conditions at work site differing materially from those ordinarily encountered and generally recognized as inherent in Service Work of the character provided for in the Contract; (iii) changes in conditions, such as metocean or meteorological conditions, that would render it unsafe to continue the Service Work; or (iv) the work assignment extending beyond the acceptable daily limit (as detailed in the Safety and Well-Being Pledge) or the applicable legal limit of work hours, whichever is shorter, in a single work shift. If any such conditions cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Service Work under the Contract, an equitable adjustment in price and schedule and the Contractor's rest cycle shall be made.

12.8 If the Contractor encounters Hazardous Materials in the Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, the Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Service Work under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Service Work. The Customer shall properly store, transport, and dispose of all Hazardous Materials introduced, produced, or generated during the Contractor's Service Work at the work site. The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

12.9 The Customer shall indemnify the Contractor for any and all claims, damages, losses, fines, penalties and expenses arising out of or relating to any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations which are or were: (i) present in or about the Customer's equipment or the work site prior to the commencement

of the Contractor's Service Work; (ii) improperly handled or disposed of by the Customer or the Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the work site by parties other than the Contractor.

## 13. PARTS NOT SUPPLIED BY WARTSILA

13.1 The Contractor may inspect the Customer equipment and parts before or during the performance of the Service Work to identify the presence of parts other than those supplied by the Contractor.

13.2 If parts other than those supplied by the Contractor are discovered during the inspection or in the course of performing the Service Work, the Contractor may: (i) immediately cease all work on or using the affected equipment and/or part(s); (ii) require the Customer to provide clear and sufficient evidence that the parts were manufactured in accordance with industry-standard quality assurance processes (e.g. ISO 9001:2015 certification) and, if applicable, comply with emission regulations such as the NOx emission standards under Marpol Annex VI Regulation 13; and/or (iii) with no liability to the Contractor, terminate the Contract or suspend the Contract until such parts are replaced with Wärtsilä parts.

13.3 If the Customer fails to provide the evidence described in Section 13.2(ii) the Contractor may, without liability: (i) refuse to perform any further work on or using the affected equipment and/or parts, and (ii) suspend or terminate the Contract.

13.4 The Customer agrees to fully cooperate with the Contractor in identifying the parts other than those supplied by the Contractor, as well as their origin.

## 14. CYBERSECURITY PROTECTION

14.1 Unless otherwise agreed, upon delivery of any equipment provided by the Contractor, the Customer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Contractor. It is the Customer's sole responsibility to protect the equipment and its logic-bearing system components (e.g. hardware, firmware, and software hereinafter referred to as the "Critical Components") from any External Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Customer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided in connection with any equipment provided by the Contractor and shall do so in a manner that is no less rigorous than any recommendations provided by the Contractor and accepted industry practices. The Contractor is not liable for cyber incidents or breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information within the Customer's Information Technology (IT) or Operational Technology (OT) systems. If either party becomes aware of any IT or OT security breach or cyber incident that impacts either party's ability to perform its duties relevant to the scope of work under the Contract, that party shall notify the other party without undue delay.

14.2 "External Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated outside of the physical site housing such equipment.

14.3 "Internal Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated inside of the physical site housing such equipment.

## 15. DUTIES, TAXES AND FEES

Notwithstanding anything to the contrary, the Customer shall pay all duties, tariffs, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society (collectively, "Taxes, Duties & Fees"). Moreover, notwithstanding the delivery terms, any increases in Taxes, Duties & Fees that occur after the date the Contractor's offer shall be paid by the Customer. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Customer.

## 16. EXPORT CONTROLS AND TRADE SANCTIONS

16.1 The parties agree that the Service Work shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services and goods by any country or organization or nation which are enforceable in the jurisdiction of the Contractor, its affiliates or parent company, including the Contractor's country, the United Nations, the European Union, and the United States of America. The Customer acknowledges that the Service Work, any parts, or components, and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted, or transferred, directly or indirectly, contrary to such controls, sanctions, or restrictions. The Customer shall comply with the sanctions detailed in the Wärtsilä Supplemental Export Control and Sanctions Annex available at <https://www.wartsila.com/general-terms-conditions>, and warrants not to place the Contractor in a situation where it would be violating such sanctions.

16.2 Upon request by the Contractor, the Customer shall furnish the Contractor with all the relevant certificates relating to export control laws, regulations, sanctions, and restrictions.

16.3 The Contractor has no liability resulting from any delay, cancellation or amendment of the Service Work resulting from export controls, sanctions, or other applicable restrictive measures.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of the Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

17.2 Nothing contained in this Clause 17 shall preclude the Contractor from bringing legal action or proceeding against the Customer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the Customer or any of its property or assets may be found or located, and the Customer hereby irrevocably submits to the jurisdiction of any such court.

17.3 Any and all claims by the Customer for an alleged negligent act, error, or omission by the Contractor in relation with these Conditions or the Service Work shall be presented by Customer to the Contractor in writing, immediately upon discovery by the Customer or as soon as is reasonably practicable and in no event later than fourteen (14) Days thereafter. The liability of the Contractor shall in all cases expire twelve (12) Months after completion of Service Work or termination of the Conditions, whichever occurs earlier.

## 18. DATA PROTECTION

The Contractor's personal data processing activities are set out in the Contractor's Privacy Notice which is available at: <https://www.wartsila.com/legal-privacy/privacy> and incorporated herein by reference. The parties agree that in relation to any personal data shared between them, unless otherwise provided in the General Data Protection Regulation (EU 2016/679) ("GDPR"), or agreed between the parties, both are acting as data controllers as described in GDPR.

## 19. ENTIRE AGREEMENT

These Conditions, along with any additional terms, annexes or addendums referenced in these Conditions, referenced in the Contractor's offer or order acknowledgement, or mutually agreed in the Contract contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts purchased from the Contractor by the Customer shall be in accordance with the Contractor's General Terms and Conditions – Parts (latest version then in effect). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties, or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

