

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

July 7, 2020

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

3. Items of Business

A. Discuss and provide a recommendation to the City Council on amending the Cather & Sons proposal to include an additional block of asphalt mill and overlay work with an estimated cost of \$18,000 and on amending the related JEO engineering contact to include an additional \$2,300 in consulting fees.

B. Discuss and provide a recommendation to the City Council on enacting Ordinance 2108: An ordinance relating to the sale of real estate owned by the city.

4. Officers' Reports

5. Adjournment

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify 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. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Crete
Attn: Tom Ourada, City Administrator
243 E 13th St
Crete, NE 68333-2238**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder ~~has~~ is **highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

BID FORM

PROJECT IDENTIFICATION:

PROJECT NAME: 2020 Street Improvements

JEO PROJECT NO.: 200351.00

Cather and Sons Construction
NAME OF BIDDER

6-10-2020
DATE

THIS BID IS SUBMITTED TO:

City of Crete
Attn: Tom Ourada, City Administrator
243 E 13th St
Crete, NE 68333-2238

obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A					
1	Mobilization	1	LS		\$ 7500.00
2	Temporary Traffic Control Measures	1	LS		\$ 2500.00
3	Cold Milling	2,630	SY	\$ 3.50	\$ 9205.00
4	Adjust Manhole to Grade	3	EA	\$ 1250.00	\$ 3750.00
5	Adjust Valve Box to Grade	1	EA	\$ 1250.00	\$ 1250.00
6	Asphalt Concrete	325	TONS	\$ 125.00	\$ 40625.00
7	Tack Coat	269	GAL	\$ 4.00	\$ 1076.00
TOTAL GROUP A					\$ 65906.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the start date for the work will be On or before Oct. 1, 2020 and will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Experience Record.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Cather and Sons Construction, Inc

By:

[Signature]



[Printed name]

Justin J. England

Attest:

[Signature]



[Printed name]

TYLER KAULINS

Title:

OFFICE MANAGER

Submittal Date:

6/9/2020

Address for giving notices:

PO Box 29199

Lincoln, NE 68529

Telephone Number:

402 - 464 - 2113

Fax Number:

402 - 464 - 6759

Contact Name and e-mail address:

Justin J. England

jenglan1@yahoo.com

Bidder's License No.:

(where applicable)



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Cather & Sons Construction Inc.
P O Box 29199
Lincoln, NE 68529

SURETY (Name, and Address of Principal Place of Business):

Inland Insurance Company
P.O. Box 80468
Lincoln, NE 68501

OWNER (Name and Address):

City of Crete
243 E 13th St
Crete, NE 68333

BID

Bid Due Date: June 11, 2020
Description (Project Name— Include Location):
2020 Street Improvements Crete, NE JEO Project No. 200351.00

BOND

Bond Number:
Date: June 11, 2020
Penal sum Five Percent of the Amount Bid \$ 5%

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Cather & Sons Construction Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
Inland Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (Attach Power of Attorney)

ADAM PETSCH
Print Name

Robert T. Cirone
Print Name

PRESIDENT
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Title OFFICE MANAGER

Title, Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

Carol J. Clark

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

Curt L. Hartter

President

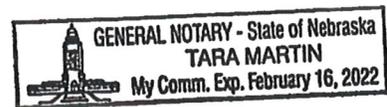


State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 11th day of June, 20 20.

Philip C. Abel

Director



Crete would like to add in the additional block of Forest Avenue from 14th Street to 15th Street, including the intersection with 14th Street, into the mill and overlay project Cather was recently low-bid on. I put together an approximate total below outlining what we anticipate the change order amount to be. Instead of putting together a change order now and then another later to capture the actual material quantities, we are looking to use this e-mail to ensure everyone is on the same page and minimize the need for more than one change order:

Forest Avenue Addition					
Item	Qty.	Unit	Description	Unit Price	Total
1	1	LS	Mobilization		
2	1	LS	Temporary Traffic Control Measures		
3	870	SY	Cold Milling	\$3.50	\$3,045.00
4	1	EA	Adjust Manhole to Grade	\$1,250.00	\$1,250.00
5	1	EA	Adjust Valve Box to Grade	\$1,250.00	\$1,250.00
6	96	TONS	Asphalt Concrete	\$125.00	\$12,000.00
7	131	GAL	Tack Coat	\$4.00	\$524.00
APPROXIMATE ANTICIPATED CHANGE ORDER TOTAL					\$18,069.00

*includes intersection of Forest Ave & 14th St

ORDINANCE NO. 2108

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE SALE OF REAL ESTATE OWNED BY THE CITY; TO DIRECT THE CONVEYANCE OF SUCH REAL ESTATE; AND TO PROVIDE NOTICE AND PUBLICATION OF SUCH SALE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That it is in the best interests of the City for the following described real estate to be sold and conveyed:

An irregular tract of land located in the NW 1/4 of Section 26, Township 8N, Range 4E of the 6th Principal Meridian, Saline County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of the SE 1/4 NW 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska and assuming the south line of the SE 1/4 NW 1/4 to have a bearing of N 89°47'30" W; thence N 89°39'37" W, on the south line of the SW 1/4 NW 1/4, 177.99 feet; thence N 20°46'51" W, 769.60 feet, to the southeasterly right-of-way line of Highway No. 33; thence northeasterly on a 5819.58-foot radius curve left, 75.13 feet, said curve having a long chord bearing of N 40°35'11" E and a long chord distance of 75.13 feet; thence S 20°45'53" E, 558.95 feet; thence southeasterly on a 60.00-foot radius curve left, 72.34 feet, said curve having a long chord bearing of S 55°08'25" E and a long chord distance of 68.04 feet; thence N 89°53'16" E, 89.05 feet; thence southeasterly on a 126.00-foot radius curve right, 198.11 feet, said curve having a long chord bearing of S 44°47'33" E and a long chord distance of 178.32 feet; thence S 00°19'50" W, 89.98 feet to the south line of the SE 1/4 NW 1/4 of said Section 26; thence N 89°47'30" W on the south line of the SE 1/4 NW 1/4, 66.00 feet, to the point of beginning, said tract containing 2.20 acres, more or less.

Section 2. That the sale of said real estate shall be authorized and approved to Nestle Purina Petcare Company for an amount not less than Ninety-Five Thousand Eight Hundred Thirty-Two Dollars (\$95,832) and under such terms and conditions as may be negotiated by the Mayor or his designee.

Section 3. That notice of the sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper of general circulation in the City of Crete in order to afford the public such rights of remonstrance as are provided for by law.

Section 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed part.

Section 5. That this ordinance shall be published and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED this 7th day of July 2020.

Mayor

ATTEST:

City Clerk