

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
October 4, 2022

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

Kyle Frans: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

- 3.A. Provide a recommendation to the City Council on approving the proposed bid for the City Park expansion project.

Reject the proposed bid for the City Park expansion project and re-bid in the spring. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

City Administrator Tom Ourada reported that there was only one bid for the project and it was very high. It was over \$80,000 above the engineer's estimate. Ourada's recommendation was to reject the bid and try re-bidding in the spring, when there will hopefully be more bids.

4. Officers' Reports
5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, 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-Treasurer

(S E A L)

Bid Security			
Contractor		K2 Construction 7701 Cornhusker Hwy Lincoln, NE 68507 Telephone: 402-467-2355 Fax: 402-467-2055 Email: aschindler@k2construction.biz	
Description	Estimated Quantities	Unit Price	Total Price
CRETE OFFICE SOUTH DRIVE			
1. Remove Concrete Paving	683 Sq. Yds.	\$ 42.84	\$ 29,259.72
2. Remove Concrete Walk	216 Sq. Yds.	25.02	5404.32
3. Remove Inlet	1 Each	940.86	940.86
4. Construct 7" PC Concrete Paving	838 Sq. Yds.	111.18	93168.84
5. Construct 5" PC Concrete Walk	110 Sq. Yds.	89.23	9815.30
6. Construct Open Throat Inlet	1 Each	9,294.29	9294.29
7. Construct Grate Inlet	1 Each	8,512.10	8512.10
8. Construct Combination Inlet/Junction Box	1 Each	8,512.10	8512.10
9. Construct 12" Storm Sewer Pipe	61 L.F.	142.75	8707.75
10. Pavement Marking	1 JOB	3,490.00	3490.00
11. ADA Detectable Panel	1 Each	399.20	399.20
12. SWPPP and Inlet Protection	1 JOB	11,994.71	11994.71
13. Fill Material (Estimated 120 Cu. Yds.)	1 JOB	16,226.03	16226.03
14. Final Grading/Sod	1 JOB	19,484.82	19484.82
TOTAL BASE BID, CRETE OFFICE SOUTH DRIVE, Item Nos. 1 through 14, Inclusive:		\$	225,210.04
Contractor's Starting Date:		November 1, 2022	
Contractor's Substantial Completion Date:		December 1, 2022	
Contractor's Final Completion Date:		December 20, 2022	

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, K2 Construction, 7701 Cornhusker Highway, Suite 1, Lincoln, NE 68507

_____ as Principal, hereinafter called the Principal,
and the Western Surety Company

of 151 N. Franklin Street, Chicago, IL 60606, a corporation duly organized under

the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Crete as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City Office South Drive

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of September, 2022

Austin Schmitt
Witness

[Signature] **K2 Construction** (Seal)
Principal
Manager
Title

[Signature]
Witness

Western Surety Company
By Maura P Kelly
Maura P. Kelly, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sharon K Murray, Jacqueline L Drey, Kevin J Stenger, Dustin Cooper, David A Dominiani, Maura P Kelly, Joan Leu, Individually

of Omaha, NE, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

BID

9/29, 2022

THIS BID IS BEING SUBMITTED TO:

City of Crete
243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086

PROJECT IDENTIFICATION: City Office South Drive
Crete, Nebraska

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 and furnish all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and 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 day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addenda Number and Date)

- (b) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5.03.A of the Standard General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by

Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder will complete the Work in accordance with the Contract Documents for the following prices. The Work shall be bid complete in place. Bids shall include sales tax and all other applicable taxes and fees on items not exempt from sales tax.

BID SCHEDULE

CITY OFFICE SOUTH DRIVE

Item No.	Description	Estimated Quantity	Unit Price	Total Price
1.	Remove Concrete Paving	683 Sq. Yds.	<u>\$42.84</u>	<u>\$ 29,259.72</u>
2.	Remove Concrete Walk	216 Sq. Yds.	<u>25.02</u>	<u>5,404.32</u>
3.	Remove Inlet	1 Each	<u>940.86</u>	<u>940.86</u>
4.	Construct 7" PC Concrete Paving	838 Sq. Yds.	<u>111.18</u>	<u>93,168.84</u>
5.	Construct 5" PC Concrete Walk	110 Sq. Yds.	<u>89.23</u>	<u>9,815.30</u>
6.	Construct Open Throat Inlet	1 Each	<u>9,294.29</u>	<u>9,294.29</u>
7.	Construct Grate Inlet	1 Each	<u>8,512.10</u>	<u>8,512.10</u>
8.	Construct Combination Inlet/Junction Box	1 Each	<u>8,512.10</u>	<u>8,512.10</u>
9.	Construct 12" Storm Sewer Pipe	61 L.F.	<u>142.75</u>	<u>8,707.75</u>
10.	Pavement Marking	1 JOB	<u>LUMP SUM</u>	<u>3,490.00</u>

CITY OFFICE SOUTH DRIVE - CONT'D

Item No.	Description	Estimated Quantity	Unit Price	Total Price
11.	ADA Detectable Panel	1 Each	<u>\$ 399.20</u>	<u>\$ 399.20</u>
12.	SWPPP and Inlet Protection	1 JOB	<u>LUMP SUM</u>	<u>11,994.71</u>
13.	Fill Material (Estimated 120 Cu. Yds.)	1 JOB	<u>LUMP SUM</u>	<u>16,226.03</u>
14.	Final Grading/Sod	1 JOB	<u>LUMP SUM</u>	<u>19,484.82</u>

TOTAL AGGREGATE BASE BID, CITY OFFICE SOUTH DRIVE, Item Nos. 1 through 14, Inclusive:

Two Hundred Twenty Five Thousand Two Hundred Ten Dollars and Four Cents DOLLARS (\$225,210.04)

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. Details of construction, materials to be used, and methods of installation for this Project are given in the Project Manual. The Owner reserves the right to award the base bid and any combination of alternates or additions, if any. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Complete sets of Bidding Documents as issued by QuestCDN and/or the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from any source other than QuestCDN or the Issuing Office.

The Bidder shall thoroughly examine the construction site, soil conditions, contract documents, addenda, scope, and intent of the Work prior to preparing his Bid for items listed in the Bid Schedule as "Lump Sum". Failure of the Bidder to accurately estimate the quantity of materials or suitability of his construction means to perform the Work required in the Contract Documents shall not be a basis for additional payments for any item listed in the Bid Schedule as "Lump Sum" and no additional compensation shall be made. Cost of all materials and work necessary for, or incidental to, the construction of the Project as shown on the Drawings or described in the Project Manual, and not specifically listed in the Bid Schedule, shall be incorporated by the Bidder in the "Lump Sum" items of the Bid Schedule as he deems appropriate. Complete compensation will be considered as included in the payment for the "Lump Sum" items of the Bid Schedule.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 15.06 of the Standard General Conditions on or before the date indicated in the Agreement. The total base bid, in combination with any alternates, substitutions, or additions, if any, accepted and awarded by Owner shall be the basis for establishing the amount of the Performance Bond and Payment Bond on this Contract. The total base bid is based on the quantities shown in the Bid and is subject to additions or reductions according to the actual construction quantities and measurements of finished construction, as determined by the Engineer, upon completion of construction.

The undersigned hereby agrees, if awarded the Contract, to furnish a Performance Bond in an amount equal to 100 percent of the Contract sum as security for the faithful performance of the Contract (including guarantee provisions) and also a Labor and Materials Payment Bond in an amount not less than 100 percent of the Contract sum as security for the payment of all persons performing labor on the Project under the Contract, and furnishing materials in connection with this Contract.

The undersigned also agrees to furnish the required bonds and insurance certificates, and to execute the Contract within 15 days from and after the acceptance of this Bid, and further agrees to begin and complete all Work under the Contract within the time limit set forth in the Agreement.

Accompanying this Bid, as a guaranty that the undersigned will execute the Contract and furnish satisfactory bonds and insurance certificates, in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the Instructions to Bidders, made payable to the City of Crete, Nebraska, in the amount of \$ 5% of bid.

It is hereby agreed that, in case of failure of the undersigned either to execute the Contract, or to furnish bonds or insurance certificates, which are satisfactory to the Owner, within 15 days after issuance of Notice of Award, the amount of this Bid guaranty shall be forfeited to the City of Crete, Nebraska, as liquidated damages arising out of the failure of the undersigned to complete the above-stated. It is understood that, in case the undersigned is not awarded the Work, the Bid guaranty will be returned, as provided in the Bidding Documents.

The Owner reserves the right to award the Contract to the lowest, responsive, responsible Bidder, based on the sum of the total aggregate bid for the Work to be performed, start date, completion date, materials, and past performance on contracts with the Owner.

If awarded the Contract, our surety will be Western Surety Company of South Dakota.

Bidders shall comply with Fair Labor Standards, as defined in Section 73-104-R.S., Nebraska Statutes, in pursuit of all business related to this Project, including execution of the Contract on this Work for which Bids are being submitted.

The undersigned has carefully checked the above Bid quantities against the Project Manual before preparing this Bid, and accepts the said quantities and amounts as correctly listing the complete Work to be done in accordance with the Project Manual.

The Bidder shall state below his intended starting date, date of Substantial Completion, and date of final Completion of all Work as specified in the Agreement. Dates of substantial and final completion as indicated by the Bidder in this Bid will be incorporated into the Agreement.

Bidder's intended start date is 11/1/22

Bidder agrees that the Work will be Substantially Complete on or before

12/1/22

Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before

12/20/22

The Owner reserves the right to reject any and all Bids and to waive any technicalities or informalities in bidding.

The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

NOTE: Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as not being responsive to the Advertisement for Bids.

Bidders Business Address: K2 - 7701 Cornhusker Hwy, Lincoln, NE 68507

Telephone: 402-467-2355 Fax No.: 402-467-2055

Email Address: aschindler@k2construction.biz

SUBMITTED ON 9/29, 2022.

State Contractor's License No. _____ (If applicable)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's Signature)

Doing Business as: _____

A Partnership

Partnership Name: K2 CONSTRUCTION

By: T.R.L.P.
(Signature of general partner - attach evidence of authority to sign)

Name of above signature (typed or printed): TRAVIS R. SANDGROTH

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name of above signature (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)