

Parks and Recreation Committee Meeting
Tuesday, April 4, 2023 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider a recommendation to the City Council approving amending the Master Fee Schedule to change pool party rates.
- 3.B. Consider a recommendation to the City Council on a bid to make park improvements at the site of the old library.
- 3.C. Consider a recommendation to the City Council to deed the Sertoma building at Tuxedo Park to the Saline County Ag Society.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

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 \$ _____.

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 Harco Nat'l of Raleigh, NC.

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 June / July 2023

Bidder agrees that the Work will be Substantially Complete on or before 11-30-2023

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 12-30-2023

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: 13520 Discovery Dr

Telephone: 785-285-0863 Fax No.: _____

Email Address: Cory@pave911.com

SUBMITTED ON 3-7-23, ~~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: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name of above signature (typed or printed): _____

A Corporation

Corporation Name: Pave LLC (SEAL)

State of Incorporation: Nebraska

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

By: Cory Saner
(Signature – attach evidence of authority to sign)

Name of above signature (typed or printed): CORY SANER

Title: President
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

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.	\$ 22	\$ 15,026
2.	Remove Concrete Walk	216 Sq. Yds.	18	3,888
3.	Remove Inlet	1 Each	500	500
4.	Construct 7" PC Concrete Paving	838 Sq. Yds.	95	79,610
5.	Construct 5" PC Concrete Walk	110 Sq. Yds.	81	8,910
6.	Construct Open Throat Inlet	1 Each	7,500	7,500
7.	Construct Grate Inlet	1 Each	7,500	7,500
8.	Construct Combination Inlet/Junction Box	1 Each	7,000	7,000
9.	Construct 12" Storm Sewer Pipe	61 L.F.	150	9,150
10.	Pavement Marking	1 JOB	LUMP SUM	3,500

CITY OFFICE SOUTH DRIVE - CONT'D

Item No.	Description	Estimated Quantity	Unit Price	Total Price
11.	ADA Detectable Panel	1 Each	\$ <u>300</u>	\$ <u>300</u>
12.	SWPPP and Inlet Protection	1 JOB	<u>LUMP SUM</u>	<u>9,500</u>
13.	Fill Material (Estimated 120 Cu. Yds.)	1 JOB	<u>LUMP SUM</u>	<u>15,500</u>
14.	Final Grading/Sod	1 JOB	<u>LUMP SUM</u>	<u>17,500</u>

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

DOLLARS (\$ 185,384)

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.