

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

October 6, 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 restricting parking around the intersection of 1st Street and Boswell Avenue.

B. Discuss and provide a recommendation to the City Council on the proposed plans for a park shelter at the library.

C. Discuss and provide a recommendation to the City Council on placing stop signs at the parking lot entrance to the library.

- D. Discuss and provide a recommendation to the City Council on adopting Resolution 2020-25: A Resolution Authorizing the Mayor to sign NDOT Supplemental Program Agreement for the Tuxedo Park Bridge Project.
- E. Discuss and provide a recommendation to the City Council on adopting Resolution 2020-26: A Resolution authorizing the Mayor to sign the Preliminary Engineering Services Agreement No. 2 between the City and Alfred Benesch & Company.
- F. Discuss and provide a recommendation to the City Council on approving Cather & Sons Change Order #1 for an increase of \$18,319 for adding milling and asphalt overlay on Forest Ave, approving their Final Pay Application for \$84,225, and authorizing the signing of their Certificate of Substantial Completion.
- G. Discuss and provide a recommendation to the City Council on adopting Resolution 2020-29: A Resolution restricting parking on the north side of West Thirteenth Street near Quince Avenue.
- H. Discuss and provide a recommendation to the City Council on awarding the bid for the construction of the Belohlavy Addition lift station and force main.
- I. Discuss and provide a recommendation to the City Council on approving BVH Architecture's request for an increase of \$9,900 in design fees for additional services related to a new acoustical wall around the Library chiller unit.
- J. Discuss and provide a recommendation to the City Council on approving the NDOT invoice for the Tuxedo Park Bridge Project.

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)

RESOLUTION

SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 1 – BM1637

City of Crete

Resolution No. 2020-25

Whereas: City of Crete and Nebraska Department of Transportation (NDOT) have previously executed Project Program Agreement BM1637 for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Crete understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Crete and NDOT wish to enter into Supplemental Project Program Agreement No. 1 setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Council of the City of Crete that:

Dave Bauer, Mayor of the City of Crete is hereby authorized to sign the attached Project Program Supplemental Agreement No. 1 between the City of Crete and the NDOT.

City of Crete is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number: BRM-7076(24)

NDOR Control Number: 13361

Project Location: Crete Tuxedo Park

Adopted this _____ day of _____, 2020 at _____ Nebraska.
(Month)

The City Council of City of Crete, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF CRETE
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Crete, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BM1637, executed by the LPA on September 6, 2016 and executed by the State on September 19, 2016, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to amend the funding for the Construction and Construction Engineering phase for this project, and

WHEREAS, City of Crete is utilizing Saline County's soft match balance for the Construction and Construction Engineering phase of this project, and

WHEREAS, the 20 percent match for City of Crete will now be soft match, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. BRM-7076(24), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2020, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. Except for the provisions specifically modified in SECTION 2 and the Program Agreement recitals, all terms and provisions of the Original Agreement and all supplements between the State and the LPA remain in full force and effect.

SECTION 2. The LPA and the State agree that the funding for the Construction and Construction Engineering phase only of the projects will be amended from 20 percent local match to 20 percent soft match. City of Crete will be utilizing Saline County's available balance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2020.

WITNESS:

CITY OF CRETE
Dave Bauer

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK1727

CITY OF CRETE

Resolution No. 2020-26

Whereas: City of Crete and Alfred Benesch & Company, have previously executed an Preliminary Engineering Services Agreement (BK1727) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Crete understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Crete and Alfred Benesch & Company wish to enter into an Preliminary Engineering Services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Crete, Nebraska that:

Dave Bauer, Mayor of City of Crete is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of Crete and Alfred Benesch & Company

NDOT Project Number: BRM-7076(24)

NDOT Control Number: 13361

NDOT Project Description: Crete Tuxedo Park Road

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Crete, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Agreement No.	BK1727-002
Effective (NTP) Date	07/24/2020
Supplement Amount	\$10,757.98
Total Agreement Amount	CPFF \$179,350.11

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 2

CITY OF CRETE
ALFRED BENESCH & COMPANY
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT is between the City of Crete ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on May 2, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and Supplemental Agreement #1 executed by LPA on October 17, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. BRM-7076(24) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on July 31, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by December 31, 2021.

SECTION 3. FEES AND PAYMENTS

Section 2. in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below. For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #001, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$19,480.68 to \$20,717.76, an increase of \$1,237.08. Actual costs are increased from \$149,111.45 to

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

\$158,632.35, an increase of \$9,520.90. The total agreement amount is increased from \$168,592.13 to \$179,350.11, an increase of \$10,757.98 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant on: September 9, 2020

ALFRED BENESCH & COMPANY
Anthony Dirks

[Signature]
Senior Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 9th day of September, 2020.



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 2020.

CITY OF CRETE
Dave Bauer

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: BRM-7076(24)		Control No.: 13361	
Consultant: (Name and Representative) Benesch, Steve Irons		Agreement No.: BK1727	Work Order No.: 2
LPA: (Name and Representative) Tom Ourado, City of Crete		Constr. Change Order No.: (If applicable)	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (include scope of services, deliverables, and schedule) Amendment to the agreement for consultant to provide construction consultation and shop drawings.</p>			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 3,562.50
		B. Overhead (Factor * x A)	= 5,738.83
		C. A + B	= 9,301.33
		D. Profit/Fee (Factor ** x C)	= 1,237.08
*Overhead Factor:	161.09%	E. FCCM (Factor*** x A)	= 24.23
**Profit/Fee Factor:	13.30%	F. Direct Non-Labor Cost	= 195.34
***Facility Capital Cost of Money (FCCM):	0.68%	G. Subconsultant Services	=
Total Fee Notes:		TOTAL FEE: C + D + E + F + G	= \$10,757.98
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	
		<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Benesch

Name	Anthony Dirks	Date
Name	Signature	Date
LPA:		
Name	Signature	Date
Name	Signature	Date
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Name	Signature	Date
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
Name	Signature	Date
Name	Signature	Date
LPS Manager or Construction Engineer (Construction Phase):		
Name	Signature	Date
Name	Signature	Date
FHWA: (FHWA Approval on Full Oversight Projects Only):		
Name	Signature	Date
Name	Signature	Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
07/31/20

Notice to Proceed Date:
07/31/20

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

REVIEW SHOP DRAWINGS AND PROVIDE CONSTRUCTION CONSULTATION

PROJECT NO.: BR0-7076(24)
CONTROL NO.: 13361
LOCATION: Crete Tuxedo Park Road

STRUCTURES: U062044305

A. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

1. Provide staff management, monthly invoicing and progress reporting. Provide coordination and liaison with NDOT. Conduct quality reviews prior to scheduled submittal.

B. CONSTRUCTION CONSULTATIONS

NOTE: The Consultant shall only do these items upon request of the District Construction Engineer, the Bridge Engineer, or their designated representatives.

1. The Consultant shall attend the State's Pre-Construction Conference.
2. The Consultant shall respond to fabrication and field questions and proposed changes.
3. The Consultant shall evaluate conflicts involving piling, utilities and the railroad.
4. The Consultant shall make site visits. A total of 1 site visits are assumed. Assume two consultant engineers per site visit.
5. The Consultant shall make plan revisions. Assume a total of 1 minor plan revisions will be required.

C. SHOP DRAWINGS

1. The Consultant shall review the detailed shop drawings. This review is for general conformance with design concept only.
2. The Consultant shall as a minimum:
 - a. Review the shop drawings for conformance with the geometry of the structure.
 - b. Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.
 - c. Review the geometry of the retaining wall structure for principal dimensions including wall length and height, elevations, location and offset from roadway centerline, distance from bridge abutment and clearance between top of wall and bridge girders.
 - d. Return each reviewed shop drawing electronically to the State's Bridge Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the State's Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.
 - e. Consult with the State's Bridge Engineer any time it seems necessary to make a major change in materials or details from that specified by the contract plans.
3. The Consultant shall get the State's approval for any deviation from the contract plans and specifications.

D. SCHEDULE

1. 08/17/2020, Notice to Proceed
2. 08/20/2020, Project Letting Date
3. 12/31/2021, Contract Completion Date

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Blended Rate:			_____

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road

Project Number: BRM-7076(24)

Consultant: Alfred Benesch & Co

Control Number: 13361

Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com

NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov

Date: July 22, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	
I. Project Management		16									16
1. Project Management		12									12
2. Project Description / Purpose and Need											
3. Quality Assurance / Quality Control		4									4
X. Bridge Design Services			11	7							18
1. General PM, Field Inspections and Meetings											
2. Design Data Sheets and TS&L (Non-Hydraulic Str)											
3. Design Data Sheets and TS&L (Hydraulic Str)											
4. Final Bridge Design											
5. Final Bridge Plans											
6. Load Rating Services											
7. Review Shop Drawings			1	2							3
8. Construction Consultation			10	5							15
9. Girder Shim Calculations											
XVI. Miscellaneous Items			20	8	6						34
1. Site Visit (1 visit by up to two engineers)			6	6							12
2. Plan Revision (due to changed conditions, 1 EA)			2	2	6						10
3. Attend Preconstruction Conference			12								12
<i>Total Days</i>		2	3.88	1.88	0.75						9
Total Hours		16	31	15	6						68.0

Project Cost & Breakdown

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road
 Consultant: Alfred Benesch & Co
 Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com
 NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
 Date: July 22, 2020

Project Number: BRM-7076(24)
 Control Number: 13361

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	16	\$67.00	\$1,072.00
Sr. Engineer	31	\$59.00	\$1,829.00
Engineer	15	\$33.10	\$496.50
Sr. Designer/Technician	6	\$27.50	\$165.00
Environmental Scientist			
Registered Land Surveyor			
Survey Party Chief			
Surveyor I			
Administrative			
	68	Subtotal	\$3,562.50

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		
Mileage/Travel:		\$161.00
Lodging/Meals:		
Other Miscellaneous Costs:		\$34.34
		Subtotal
		\$195.34

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$3,562.50
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	Y 1.0 years @ 3.0% / year =	
Overhead @ 161.09%		\$5,738.83
Facility Capital Cost of Money (FCCM) @ 0.680% (labor costs x FCCM%)		\$24.23
Direct Expenses		\$195.34
Fee for Profit Rate @ 13.30%		\$1,237.08
	TOTAL COST	\$10,757.98

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Crete, Nebraska	Owner's Contract No.:
Contractor: Cather & Sons Construction Inc.	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 200351.00
Project: 2020 Street Improvements	Contract Name: 2020 Street Improvements

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

8/21/2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>[Signature]</u>	By: _____	By: _____	By: <u>[Signature]</u>	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Engineer</u>	Title: _____	Title: _____	Title: <u>PRESIDENT</u>	Title: _____	Title: _____
Date: <u>9-25-20</u>	Date: _____	Date: _____	Date: <u>9/15/2020</u>	Date: _____	Date: _____

Contractor's Application for Payment No.

1

Application Period:		Application Date: 9-17-2020
To (Owner): City of Crete, Nebraska	From (Contractor): Cather & Sons Construction Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: 2020 Street Improvements	Contract: 2020 Street Improvements	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 200351.00

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
	\$18,319.00		1. ORIGINAL CONTRACT PRICE.....	\$ 65,906.00
			2. Net change by Change Orders.....	\$ 18,319.00
			3. Current Contract Price (Line 1 ± 2).....	\$ 84,225.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 84,225.00
			5. RETAINAGE:	
			a. X Work Completed.....	\$
			b. 10% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 84,225.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 84,225.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$18,319.00			
NET CHANGE BY CHANGE ORDERS		\$18,319.00		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Cather and Sons Construction, Inc

Contractor Address

PO BOX 29199 Lincoln, NE 68529

Contractor Signature

By:

Justin England

Date:

9-17-2020

Payment of: \$ 84,225.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]

(Engineer)

9-18-20

(Date)

Payment of: \$ 84,225.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Progress Estimate

Contractor's Application

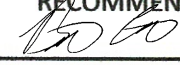

For (Contract): 2020 Street Improvements							Application Number: 1				
Application Period:							Application Date: 9/1/2020				
A				B	C	D	E	F		G	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
GROUP A											
1	Mobilization	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
2	Temporary Traffic Control Measures	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
3	Cold Milling	2,630	SY	\$3.50	\$9,205.00	2630	\$9,205.00		\$9,205.00	100.0%	
4	Adjust Manhole to Grade	3	EA	\$1,250.00	\$3,750.00	3	\$3,750.00		\$3,750.00	100.0%	
5	Adjust Valve Box to Grade	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00		\$1,250.00	100.0%	
6	Asphalt Concrete	325	TONS	\$125.00	\$40,625.00	325	\$40,625.00		\$40,625.00	100.0%	
7	Tack Coat	269	GAL	\$4.00	\$1,076.00	269	\$1,076.00		\$1,076.00	100.0%	
CHANGE ORDERS											
CO1_3	Colding Milling	870	SY	\$3.50	\$3,045.00	870	\$3,045.00		\$3,045.00	100.0%	
CO1_4	Adjust Manhole to Grade	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00		\$1,250.00	100.0%	
CO1_6	Asphalt Concrete	108	TONS	\$125.00	\$13,500.00	108	\$13,500.00		\$13,500.00	100.0%	
CO1_7	Tack Coat	131	GAL	\$4.00	\$524.00	131	\$524.00		\$524.00	100.0%	
CHANGE ORDER 1 TOTAL											
Totals					\$84,225.00		\$84,225.00		\$84,225.00	100.0%	

Date of Issuance: August 28, 2020	Effective Date: August 28, 2020
Owner: City of Crete	Owner's Contract No.:
Contractor: Cather and Sons	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 200351
Project: 2020 Street Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:
 Description: **Adding quantities for the block of Forrest Street along with finalizing quantities for the project**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>65,906.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>65,906.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>18,319.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>84,225.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

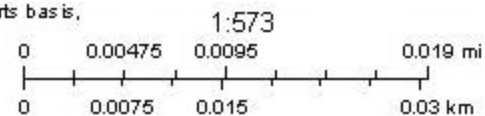
RECOMMENDED: By: <u></u> Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u></u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Manager</u>
Date: <u>9-7-20</u>	Date: _____	Date: <u>9-4-2020</u>



September 24, 2020

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

-  Parcels
-  Sections



RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA RESTRICTING PARKING ON THE NORTH SIDE OF WEST THIRTEENTH STREET/NEBRASKA HIGHWAY 33 BETWEEN THE EASTERN INTERSECTION WITH QUINCE AVENUE AND THE WESTERN INTERSECTION WITH QUINCE AVENUE.

WHEREAS, the portion of West Thirteenth Street/Nebraska Highway 33 that lies between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue is the location where West Thirteenth Street splits from Nebraska Highway 33;

WHEREAS, the presence of an automotive repair shop on the north side of West Thirteenth Street creates traffic congestion and safety issues;

WHEREAS, the Nebraska Department of Transportation has approved the restriction of parking along the state-owned right-of-way; and,

WHEREAS, the City Council has determined it is in the public's best interest to restrict parking on the north side of West Thirteenth Street/Nebraska Highway 33 between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That parking be prohibited on the north side of West Thirteenth Street/Nebraska Highway 33 between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue.

PASSED AND ADOPTED this 6th day of October 2020.

Mayor

ATTEST:

City Clerk

From: [Tom Ourada](#)
To: [Judi Meyer](#); [Kyle Manley](#)
Subject: FW: Belohlavy Addition Lift Station and Force Main Bids
Date: Thursday, October 01, 2020 4:54:02 PM

For PW committee and council please.

Tom Ourada | City Administrator
City of Crete | 243 East 13th Street | Crete, NE | 68333
Office: 402 826-4312 | Cell: 402 826-9758



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From: David Gilmore <davidg@gilmore-engineering.com>
Sent: Thursday, October 1, 2020 3:22 PM
To: Tom Ourada <tom.ourada@crete.ne.gov>
Subject: Belohlavy Addition Lift Station and Force Main Bids

Tom, I have reviewed the bids for the Belohlavy Addition lift station and force main. I have discovered no errors or irregularities in the bids or their tabulation. The estimated construction cost was \$381,300. The lowest bid was from Van Kirk Bros. Contracting of Sutton, Nebraska at \$224,314. The second lowest bid received was from General Excavating for \$320,335.95. The third lowest bid was received from ME Collins Contracting of Wahoo, Nebraska, for \$385,595. The fourth and highest bid received was from T.J. Osborn Construction in the amount of \$387,950. It is my recommendation that the City award the contract to the lowest responsive, responsible bidder which is Van Kirk Bros. Contracting of Sutton, Nebraska in the amount of \$224,314.

If you have any questions regarding the bids or my recommendation, please contact our office.

David Gilmore, P.E.
GILMORE & ASSOCIATES, INC.
Engineers - Surveyors
P.O. Box 565
2670 33rd Avenue
Columbus, NE 68601
Phone: (402) 564-2807
Fax: (402) 564-2800
G&A #

BVH ARCHITECTURE

ADDITIONAL SERVICES AUTHORIZATION FORM

PROJECT: City of Crete Public Library, Community and Technology Center
PROJECT NO.: 17122
TO: Tom Ourada, City Administrator
DATE: 10.1.2020

CHANGE AUTHORIZATION NO. 2

In accordance with the Agreement dated 9 August, 2017, BVH Architecture is requesting your consideration of an increase in design fees relating to the creation of bidding documents and Construction Administration of a new acoustical wall around the existing chiller unit.

DESCRIPTION:

The additional fee will cover the creation of the bidding documents which will be let for public bidding by the City of Crete. Additionally, they cover the bidding services and construction phase services. The following scope of services generally includes:

BIDDING DOCUMENTS

1. Design and creation of bidding documents.
2. Creation of a project manual which includes Procurement and Contracting Requirements and General Conditions and Requirements.
3. Coordination with the City of Crete regarding bidding procedures.

FEE

- A. BVH-8 Hours @ \$195/Hour = \$1560.
- B. Olsson-5 Hours @170/Hour = \$850

BIDDING SERVICES

1. Clarifications to bid documents and issuing Addendum.
2. Attending bid opening.
3. Bid evaluation.

FEE

- A. BVH-4 Hours @ \$195/Hour = \$780.
- B. Olsson-2 Hours @170/Hour = \$340

CONSTRUCTION PHASE SERVICES

1. Shop drawing review.
2. Construction Progress Meetings. Two included.
3. Punch list Meeting and Report. One included.
4. Office Construction Administration.

BVHARCHITECTURE

440 N 8th St, Ste 100 Lincoln, NE 68508 / 402.475.4551 // 901 Jones St Omaha, NE 68102 / 402.345.3060

BVH ARCHITECTURE

5. Project Closeout.

FEE

A. BVH-24 Hours @ \$195/Hour = \$4680.

B. Olsson-10 Hours @170/Hour = \$1700.

THIS CHANGE WILL AFFECT THE PROJECT AS FOLLOWS:

Change in Architectural Fees Lump Sum Fee of \$9900.

The Lump Sum fee does not include reimbursable expenses and those will be in addition to Lump Sum fee.

Respectfully submitted,

Michael E. Daily
Associate Principal

BVH Architecture

If you agree, please authorize these changes by signing and returning one copy of this form.

By: _____

Michael E. Daily
Associate Principal

By: _____

(Signature)

(Print Name and Title)

Date: _____

INVOICE

TO: CITY OF CRETE
 C/O CITY CLERK
 P O BOX 86
 CRETE NE 68333

Billing Address:
 Nebraska Department of Transportation
 c/o Controller Division
 1500 Hwy 2
 PO Box 94759
 Lincoln NE 68509-4759

DATE
 09-29-2020

ACCOUNT NUMBER
 C6350

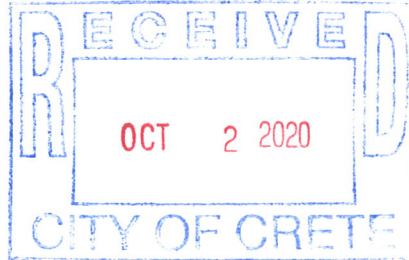
INVOICE NUMBER
 0643708

COST DESCRIPTION

COST

PROJECT NO. BRM-7076 (24)
 CONTROL NO. 13361
 AGREEMENT NO. BM1637
 DESCRIPTION: CRETE TUXEDO PARK RD

SEE ATTACHED FOR DETAILS
 AMOUNT DUE THIS INVOICE \$77,017.38



77,017.38

CONTACT M BOHUSLAVSKY AT 402-479-4305 WITH ANY QUESTIONS

PREPARED BY:
 S WURSTER

DESCRIPTION:
 BRM 7076(24)

PAY THIS AMOUNT
 77,017.38

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Dept. of Transportation
 c/o Controller Division
 PO Box 94759
 Lincoln NE 68509-4759

CRETE/CITY OF

CUSTOMER NAME

09-29-2020

DATE OF INVOICE

TERMS

This amount is due upon receipt of this invoice

INVOICE NUMBER
 0643708

ACCOUNT NUMBER
 C6350

AMOUNT
 77,017.38

INVOICE SUPPORT DETAIL

Responsible Party: City of Crete
Project No. BRM 7076 (24)
Control No. 13361
Agreement No. BM1637
Expenses Thru: September 29, 2020
Description: Crete Tuxedo Park Rd
Invoice No: 0643708

	Total Agreement	City Funding Percent	City Costs Share
Work Phase			
Preliminary Engineering:			
NDOT Expenses to Date	15,000.00	20%	3,000.00
	7,364.29	100%	7,364.29
Consultant Agreement BK1727 Benesch and Company	168,592.13	20%	33,718.43
Consultant Agreement BK1730 Benesch and Company	113,522.57	20%	22,704.51
Right of Way:			
NDOT Expenses to Date	9,275.50	20%	1,855.10
Construction:			
K2 Real Estate Development, LLC Construction Contract Plus Contingencies	1,290,904.65 2% <u>25,818.09</u>		
City Cost Share	1,316,722.74	20%	263,344.54
Construction Engineering:			
Estimated Construction Engineering	15% 193,635.70	20%	38,727.14
Estimated Audit Expense	2,500.00	20%	500.00
			371,214.01
			(63,144.47)
			308,069.54
			77,017.38
			77,017.38

NOTE: NDOT expenses include labor and operating costs.

9/30/2020 9:49

Z:\Bud & Finance\Mary\Invoice Templates\District 1\[CN 13361 (9-29-2020).xlsx]City