

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
December 21, 2021

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
  - 3.A. Provide a recommendation to the City Council on setting a bid letting date and time for the 22nd Street bridge and lift station project.
  - 3.B. Provide a recommendation to the City Council on entering into a five-year highway maintenance agreement with the Nebraska Department of Transportation.
  - 3.C. Provide a recommendation to the City Council on approving Olsson's application for a right-of-way permit for a fiber optic build to Fairfield Inn.
  - 3.D. Provide a recommendation to the City Council on which gap paving projects should be on the 1-Year Street Improvement Plan and which should be on the 6-Year Street Improvement Plan.
  - 3.E. Provide a recommendation to the City Council on setting a bid letting date and time for the Crete SE-Doane Substation project.
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.

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City Clerk-Treasurer

(S E A L)

## AGREEMENT

Maintenance Agreement Between  
the Nebraska Department of Transportation  
and the Municipality of Crete  
Municipal Extensions in Crete

**THIS AGREEMENT**, made and entered into by and between Crete hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

### **WITNESSETH:**

**WHEREAS**, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

**WHEREAS**, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

**WHEREAS**, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

**NOW THEREFORE**, in consideration of these facts the parties hereto agree as follows:

**SECTION 1a:** The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and

the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

**SECTION 1b:** The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

**SECTION 1c.** The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

**SECTION 1d.** Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

**SECTION 2.** Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

**SECTION 3.** Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog

Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

**SECTION 4.** It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

**SECTION 5.** Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

**SECTION 6.** The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

**SECTION 7.** Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

**SECTION 8a.** If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

**SECTION 8b.** If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

**SECTION 8c.** If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

**SECTION 8d.** Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

**SECTION 9.** Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

**SECTION 10.** It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

**SECTION 11.** The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

**SECTION 12.** The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

**SECTION 13.** The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

**SECTION 14.** The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

**SECTION 15.** This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

**SECTION 16.** This agreement shall terminate December 31, 2022 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

**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 City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY OF Crete

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
District Engineer

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

**Maintenance Responsibility**  
**Neb. Rev. Stat. § 39-2105**

<b><u>Maintenance Operation</u></b> <b>Neb. Rev. Stat. § 39-1339</b>	<b>Metropolitan Cities (Omaha)</b>	<b>Primary Cities (Lincoln)</b>	<b>1<sup>st</sup> Class Cities</b>	<b>2<sup>nd</sup> Class Cities &amp; Villages</b>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

**Maintenance Responsibility**  
**Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121**

<b><u>Maintenance Operation</u></b> <b>Neb. Rev. Stat. § 39-1339</b>	<b>Metropolitan Cities (Omaha)</b>	<b>Primary Cities (Lincoln)</b>	<b>1<sup>st</sup> Class Cities &gt; 40,000</b>	<b>1<sup>st</sup> Class Cities &lt; 40,000</b>	<b>2<sup>nd</sup> Class Cities</b>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Crete

Date: 12/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.46 lane miles x \$2,100.00 per lane mile = \$21,966.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

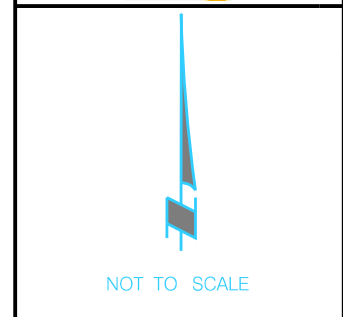
RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	41.29	42.62	1.33	2	2.66	2.66	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
<b>Total Lane Miles</b>				<b>5.23</b>		<b>13.03</b>	<b>10.46</b>	<b>2.57</b>

PROJECT NO.	SHEET NO.
017-0078	C.1
Date: 11\18\2021	Drawn: DDL Checked: TMR Approved: GTS

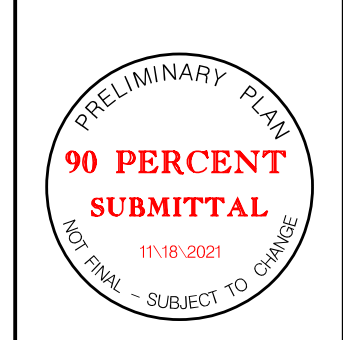
PROJECT: 32958 FAIRFIELD INN CRETE  
3015 BETTEN DRIVE



PRIOR TO CONSTRUCTION:  
CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CONSTRUCTION SHALL MEET CITY OF CRETE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.



**COVER**

# CRETE, NEBRASKA

## UNITE PRIVATE NETWORKS

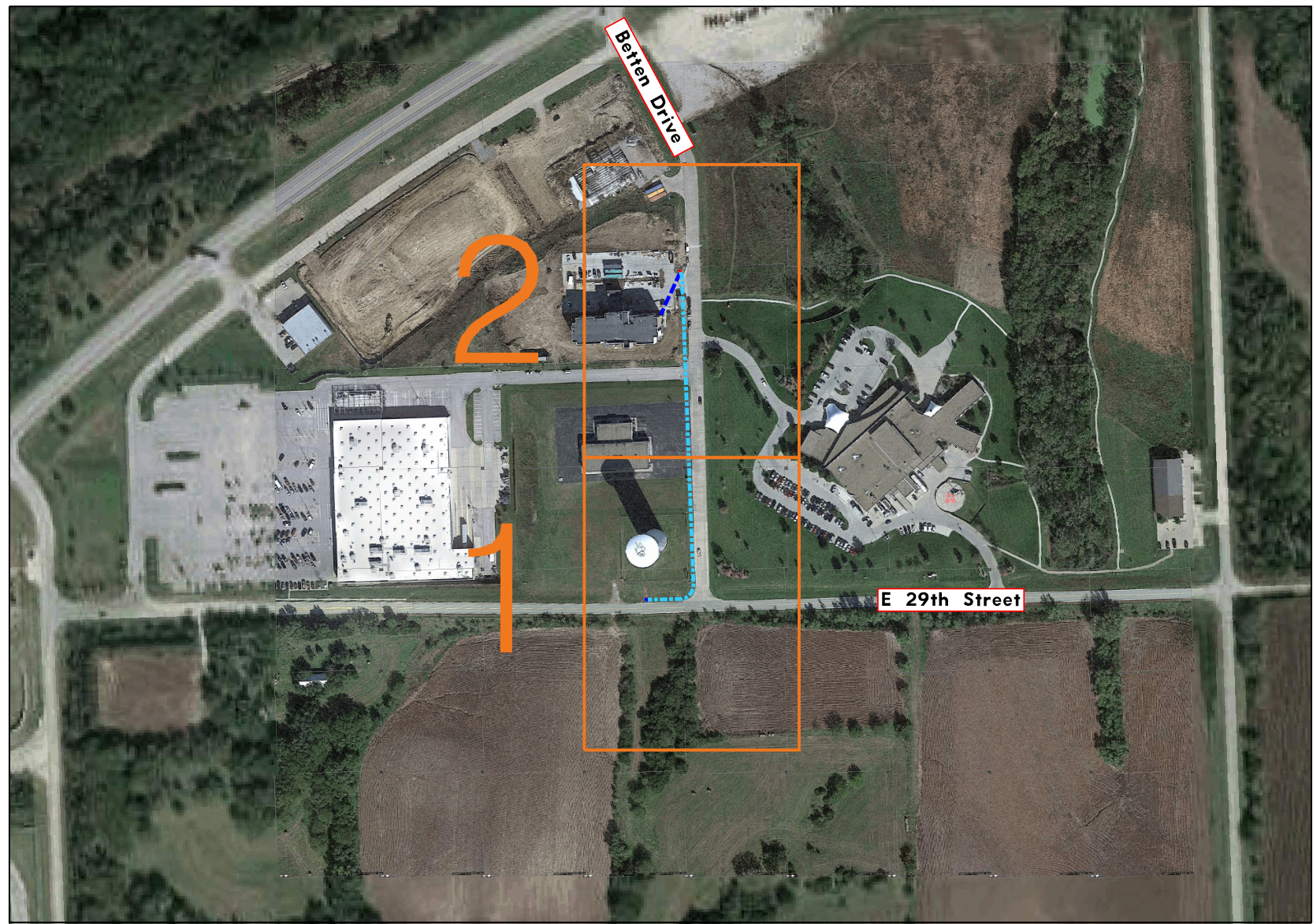
### 32958 FAIRFIELD INN CRETE

### 3015 BETTEN DRIVE

PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
SHAUN FRYE	UNITE PRIVATE NETWORKS	402-669-7460	SHAUN.FRYE@UPNFIBER.COM
TOM OURADA	CITY OF CRETE	402-826-4312	TOM.OURADA@CRETE.NE.GOV

PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1-F.2	CITY OF CRETE

SHT. NO.	SHEET INDEX
C.1	COVER
G.1	GENERAL NOTES
F.1-F.2	FIBER DESIGN



USER: dle  
 DATE: 11\18\2021  
 DGN: F:\2017\001-0500\017-0078-0078\32958 Fairfield Inn Crete\40-Design\Microstation\Telecom\_STATE\_017-0078\_32958 Fairfield Inn Crete\Sheets\Cover.dgn

PROJECT NO. 017-0078	SHEET NO. G.1
Date: 11\18\2021	Drawn: DDL Checked: TMR Approved: GTS

PROJECT: 32958 FAIRFIELD INN CRETE  
3015 BETTEN DRIVE

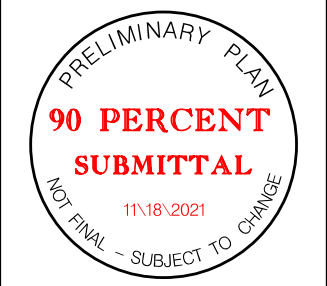


PRIOR TO CONSTRUCTION:

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**GENERAL NOTES**

**SUMMARY OF QUANTITIES**

ITEM	UNIT	QUANTITY
CONDUIT, 2" B	LF.	835
TRACER WIRE	LF.	943
FIBER, 96 SM, UNDERGROUND	LF.	943
FIBER, 96 SM, UNDERGROUND SLACK STORAGE	LF.	180

**\*ALL FIBER (UNDERGROUND/AERIAL) AND CONDUIT (BORE/TRENCH/PLOW) QUANTITIES ARE MEASURED AS LINEAL FEET BETWEEN CENTERS OF PULL BOXES, CABINETS, AND POLES. QUANTITIES DO NOT ACCOUNT FOR ELEVATION CHANGE OR SLACK.\***

**LEGEND OF SYMBOLS**

- EXISTING CONDUIT
- EXISTING AERIAL FIBER
- BORED CONDUIT
- TRENCHED CONDUIT
- NEW AERIAL FIBER
- NEW AERIAL FIBER, OVERLASH
- MESSENGER CABLE
- NO CITY RECIPIENT FIBER
- EXISTING CONDUIT
- EXISTING SIGNAL CONDUIT
- ROW
- NEW PULL BOX
- NEW PEDESTAL
- NEW POLE
- NEW DOWN GUY
- NEW RISER
- NEW SLACK SPAN
- NEW SLACK LOOP
- EXISTING PULL BOX
- EXISTING PEDESTAL
- EXISTING UTILITY POLE
- EXISTING SLACK LOOP
- EXISTING SPLICE CASE
- EXISTING MANHOLE
- SIGN
- BARRICADE
- DRUM
- BORE PIT
- ARROW PANEL

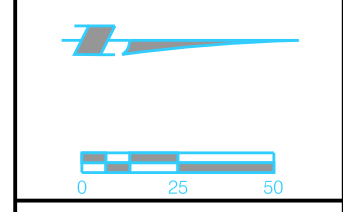
**CABLE AND CONDUIT DESIGNATIONS**

- B is Conduit Bored (ie..3" B)
- C is conductor (ie.. 3/C)
- CC is Coaxial Cable
- CCC is Camera Control Cable
- CDC is Camera Detector Cable
- CG is Circuit Ground
- CPC is Camera Power Cable
- DB is Direct Buried
- DMSC is Dynamic Message Sign Cable
- EDC is Emergency Detector Cable
- ETW is Electric Tracer Wire
- EX is Existing
- FI is Fabric Interduct
- FLC is Fiber Locate Cable
- FTW is Fiber Tracer Wire
- INS is Install
- INT is Intraduct
- LC is Lead-In Cable
- M is Conduit Mounted (ie..2" M)
- MB is Main Line Conduit Group Bored (6) 1 1/4"
- MM is Multi Mode Fiber Cable
- MT is Main Line Conduit Group Trenched (6) 1 1/4"
- NO is Number
- OH is Over Head
- PR is Pair of Communication (ie.. 6 PR)
- REL is Relocate
- REM is Remove
- RGS is Rigid Galvanized Steel
- SC is Service Cable
- SL is Street Light
- SM is Single Mode Fiber Cable
- T is Conduit Trenched (ie..3" T)
- TW is Tracer Wire (black or green)

USER: dle DATE: 11\18\2021 DGN: F:\2017\001-0500\017-0078\32958 Fairfield Inn Crete\40-Design\Microstation\Telecom\_STATE\017-0078\_32958 Fairfield Inn Crete\Sheets\General Notes\_STATE\MDE.dgn

PROJECT NO.	SHEET NO.
017-0078	F.1
Date: 11/18/2021	Drawn: DDL
	Checked: TMR
Horz. Scale 1 : 50	Approved: GTS

PROJECT: 32958 FAIRFIELD INN CRETE  
3015 BETTEN DRIVE

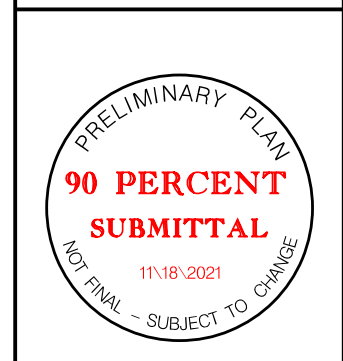


PRIOR TO CONSTRUCTION:

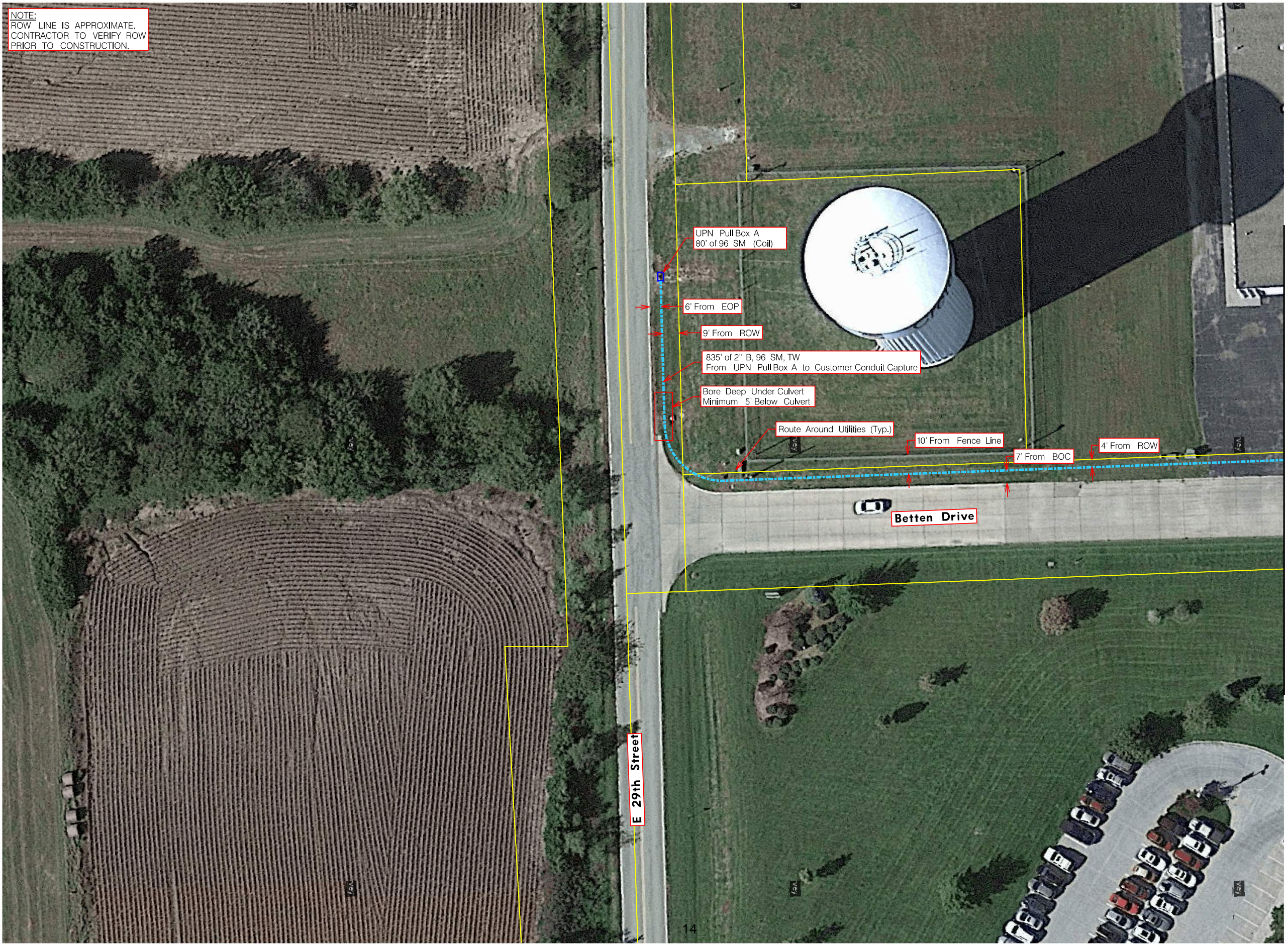
CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

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FIBER DESIGN



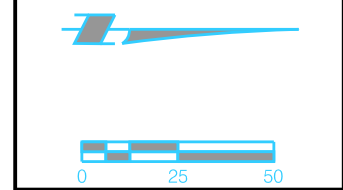
NOTE:  
ROW LINE IS APPROXIMATE.  
CONTRACTOR TO VERIFY ROW  
PRIOR TO CONSTRUCTION.

USER: dle  
DATE: 11/18/2021  
DGN: F:\2017\0001-0500\017-0078-0078-32958 Fairfield Inn Crete\40-Design\Microstation\Telecom\_STATE\017-0078-32958 Fairfield Inn Crete\Sheets\F.1.dgn

MATCH LINE SHEET F.2

PROJECT NO.	SHEET NO.
017-0078	F.2
Date: 11/18/2021	Drawn: DDL
Horz. Scale 1 : 50	Checked: TMR
	Approved: GTS

PROJECT: 32958 FAIRFIELD INN CRETE  
3015 BETTEN DRIVE

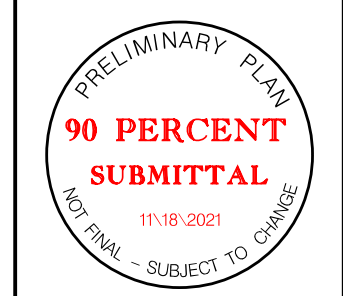


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FIBER DESIGN



MATCH LINE SHEET F.1

USER: dle DATE: 11/18/2021 DGN: F:\2017\0001-0500\017-0078-0078-32958 Fairfield Inn Crete\40-Design\Microstation\Telecom\_STATE\017-0078-32958 Fairfield Inn Crete\Sheets\F.2.dgn



## Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Tony Reid (Olsson on Behalf of UPN) hereby request to occupy City of Crete Right-of-  
Name

Way at E. 29th St & Betten Dr to 3015 Betten Dr with a device or structure.  
Address

Description of structure or device:

Underground Bore with 2" HDPE Conduit, 24 SM Fiber, and Tracer Wire from E. 29th St & Betten Dr to Fairfield Inn 3015 Betten Dr

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director \_\_\_\_\_ Date: \_\_\_\_\_

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

Tony Reid  
Signature of Applicant

12/3/2021  
Date of Application

**CITY OF CRETE, NEBRASKA  
REQUEST FOR QUALIFICATION FOR CONTRACTUAL  
SERVICES**

**RETURN TO:**

Name: City Clerk  
Address: 243 E. 13th Street  
City/State/Zip: Crete, NE 68333  
Phone: 402-826-4313

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFQ 2021-02	December 22, 2021
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
January 20, 2022 2:00 pm Central Time	City of Crete, Nebraska

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The City of Crete, Nebraska is issuing this Request for Qualification (RFQ) Number 2021-02 for the purpose of selecting a qualified electrical engineering firm to provide planning and design services associated with a new electric substation. A more detailed description of the scope of work can be found in Section III. The resulting contract may not be an exclusive contract as the City reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one year, commencing upon execution of the contract by the City and the Contractor. The Contract may include the option to renew for additional time periods upon mutual agreement of the parties, and the City reserves the right to extend the period of this contract beyond the termination date if needed. Should there be any conflict between the terms of this RFQ, the submitted response, and the terms of the resulting contract, the terms of the contract shall be final and binding.

Public Record Notice

In furtherance of the State's public records statutes (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be retained by the City and considered public records.

**This includes the entire proposal or response. Contractors must request that proprietary information be excluded from the record. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate section marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitors and explain how the named business competitors will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL OR RESPONSE IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). Contractor will be notified of the decision. Absent a determination that information is proprietary, the City will consider all information a public record subject to release regardless of any assertion that the information is proprietary.**

If the City determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

**To facilitate any public records requests, with the exception of proprietary information, the City reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.**

**Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind and will indemnify and hold harmless the City and its employees, volunteers, agents, and its elected and appointed officers from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City, arising out of, resulting from, or attributable to the posting or release of the contract or the proposals and responses to the solicitation, awards, and other documents.**

# TABLE OF CONTENTS

<b>I. PROCUREMENT PROCEDURE</b> .....	<b>1</b>
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH CITY STAFF AND EVALUATORS .....	1
C. SCHEDULE OF EVENTS .....	1
D. WRITTEN QUESTIONS AND ANSWERS.....	1
E. SECRETARY OF STATE REGISTRATION REQUIREMENTS.....	2
F. ETHICS IN PUBLIC CONTRACTING .....	2
G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION .....	2
H. SUBMISSION OF RESPONSES .....	2
I. RESPONSE CORRECTIONS .....	2
J. LATE RESPONSES.....	2
K. RESPONSE OPENING .....	3
L. INITIAL REVIEW OF SOLICITATION REQUIREMENTS .....	3
M. EVALUATION COMMITTEE.....	3
N. EVALUATION OF RESPONSES.....	3
O. ORAL INTERVIEWS/PRESENTATIONS OR DEMONSTRATIONS.....	3
P. BEST AND FINAL OFFER.....	4
Q. REFERENCE AND CREDIT CHECKS.....	4
R. AWARD .....	4
S. ALTERNATE/EQUIVALENT RESPONSES.....	4
T. RESPONSE PREPARATION COSTS .....	4
U. FAILURE TO COMPLY WITH SOLICITATION.....	4
V. REJECTION OF RESPONSES .....	5
W. RESIDENT BIDDER .....	5
<b>II. COMMUNITY PROFILE</b> .....	<b>5</b>
<b>III. PROJECT DESCRIPTION AND SCOPE OF WORK</b> .....	<b>5</b>
A. PROJECT OVERVIEW.....	5
B. PROJECT BUDGET .....	5
C. PROJECT REQUIREMENTS .....	5
D. SCOPE OF WORK.....	5
E. PRE-PROPOSAL MEETING AND SITE VISIT.....	5
F. DELIVERABLES.....	5
<b>IV. RESPONSE INSTRUCTIONS</b> .....	<b>6</b>
A. RESPONSE CONTENTS .....	6
B. SIGNATURE/CERTIFICATION .....	8
C. REFERENCES .....	8
D. PROOF OF INSURANCE .....	8
<b>REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM (SIGNATURE)</b> .....	<b>9</b>
<b>GLOSSARY OF TERMS</b> .....	<b>10</b>
<b>Form A Contractor Point of Contact</b> .....	<b>11</b>

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

This RFQ is designed to solicit responses from qualified Contractors who will be responsible for providing engineering services related to the planning and design of an electric substation. A Community Profile, Project Description and Scope of Work, and Response Instructions can be found in Sections II through IV.

Responses shall conform to all instructions, conditions, and requirements included in this solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation and to respond to each requirement in the format prescribed. Responses may be found ineligible for consideration if they do not conform to this solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH CITY STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the City Administrator. The point of contact (POC) for the procurement is as follows:

Name:	Tom Ourada	Telephone:	402-826-4313
Entity:	City of Crete	E-Mail:	<a href="mailto:tom.ourada@crete.ne.gov">tom.ourada@crete.ne.gov</a>
Address:	243 E. 13th Street Crete, NE 68333		

From the date the solicitation is issued until an Intent to Award is issued, communication from contractors may only be directed to the POC listed above. After an Intent to Award is issued, Contractor may communicate with any individuals the City has designated. No member of the city government, employee of the City, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing; however, only the City Council can award a contract. Contractors shall not have any communication with or attempt to communicate with or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and,
3. Contact required for negotiation and execution of the final contract.

**The City reserves the right to reject a contractor's response, withdraw an Intent to Award, or terminate a contract if it determines there has been a violation of these procurement procedures.**

### C. SCHEDULE OF EVENTS

The City expects to adhere to the procurement schedule shown below, but all dates are approximate and may be subject to change:

	ACTIVITY	DATE/TIME
1.	Release Solicitation	December 22, 2021
2.	Last day to submit written questions	January 12, 2022
3.	City responds to written questions through Solicitation "Addenda" or "Amendments" to be posted to the City's website at: <a href="https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices">https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices</a>	Ongoing until January 14, 2022
4.	Opening Date Location: Crete City Hall 243 E. 13th Street, Floor 2 Crete, NE 68333	January 20, 2022 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	January 20, 2022
6.	Evaluation period	January 21, 2022 to January 28, 2022
7.	Oral Interviews/Presentations or Demonstrations	TBD
8.	Provide Notification of Intent to Award	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD

### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the POC and clearly marked "RFQ 2021-02 Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events. It is preferred that questions be sent via e-mail to [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov), but they may be delivered by hand or by U.S. Mail.

Contractors should present, as questions, any assumptions upon which the Contractor's response is or might be developed. Responses will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

Written answers will be posted at:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

#### **E. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and to produce a true and exact copy of its current Certificate or Letter of Good Standing or, in the case of a sole proprietorship, to provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form provided by the City. This must be accomplished prior to execution of the contract.

#### **F. ETHICS IN PUBLIC CONTRACTING**

The City reserves the right to reject submissions, withdraw an intent to award or an award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a response on behalf of another party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the process, or prejudice the City.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract. Throughout the bidding process, Contractor shall have an affirmative duty to report any violations of this clause caused by the Contractor or its potential subcontractors and, throughout the term of the resulting contract, for the successful Contractor and their subcontractors.

#### **G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION**

The requirements contained in this RFQ will become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections III to V must be clearly defined by the contractor in its response and, if accepted by the City, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable local, state, or federal laws or regulations. Deviation, for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The City discourages deviations and reserves the right to reject proposed deviations.

#### **H. SUBMISSION OF RESPONSES**

To facilitate the evaluation process, one electronic copy of the entire response should be submitted to [jerry.wilcox@crete.ne.gov](mailto:jerry.wilcox@crete.ne.gov) or one physical copy of the original response should be submitted to City Hall, 243 East 13th Street, Crete, NE 68333.

The City will not furnish packaging and sealing materials. It is a contractor's responsibility to ensure the solicitation is sent in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. The outside of any packaging or container must state the company's name and include the words "Response for Crete SE Substation" and the RFQ number. Sealed responses must be received by the date and time of the opening per the Schedule of Events. No late responses will be accepted.

The Request for Qualification form must be signed by an individual authorized to act on the contractor's behalf and returned by the opening date and time along with the contractor's Request for Qualification and any other requirements as stated herein in order for the contractor's response to be evaluated. By signing the "Request for Qualification for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

It is the responsibility of the contractor to check the City's website for all information relevant to this Request for Qualification to include addenda or amendments issued prior to the opening date. Website address is as follows:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's response is presented in such a fashion that makes evaluation difficult or overly time-consuming, the City reserves the right to reject the response as non-conforming.

#### **I. RESPONSE CORRECTIONS**

A contractor may correct or withdraw a response prior to the time of opening by giving written notice to the City of intent to withdraw the response for modification or to withdraw the response entirely. Changing a response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

#### **J. LATE RESPONSES**

Responses received after the time and date of the opening will be considered late responses. Late responses will be returned unopened if requested by the contractor and at contractor's expense. The City is not responsible for responses that are late or lost regardless of cause or fault.

**K. RESPONSE OPENING**

The opening of responses will be public, and the contractors will be announced. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the City’s website once an Intent to Award has been posted. Information identified as proprietary by the submitting contractor, in accordance with this solicitation and state law, will not be posted. If the City determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release, and it shall be the obligation of the submitting contractor to take further action if it believes the information should not be released. Contractors may contact the City to schedule an appointment for viewing responses after the Intent to Award has been posted to the website. Once responses are opened, they become the property of the City of Crete and will not be returned.

**L. INITIAL REVIEW OF SOLICITATION REQUIREMENTS**

The responses will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is appropriate. Responses not meeting the requirements may be rejected as ineligible. The requirements are:

1. Signed Request for Qualification for Contractual Services form;
2. Clarity and responsiveness of the submission;
3. Completed Contractor Overview;
4. Completed Qualifications;
5. Completed References; and
6. Completed Proof of Insurance.

**M. EVALUATION COMMITTEE**

Responses will be evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of the City. Names of the members of the Evaluation Committee will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of the contractor’s response and further administrative actions.

**N. EVALUATION OF RESPONSES**

All complete, eligible responses will be evaluated. Each evaluation category will have a maximum point potential. The Evaluation Committee will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. **Contractor Qualifications/Experience (80 points)**
  - a. Demonstrated depth of experienced personnel working on projects of a similar nature.
  - b. Identified the project team and their qualifying credentials to perform required tasks.
2. **Project Understanding/Approach and Management Plan (80 points)**
  - a. Demonstrated clear understanding of the nature of the work.
  - b. Outlined the project team’s approach and management plan for providing services.
  - c. Discussed staffing plan, anticipated and current workload, and key team members’ capacity to perform services.
  - d. Outlined firm’s approach for completing services within budget and schedule.
  - e. Quality control/assurance plan.
3. **References (40 points)**
  - a. Quality of the three letters of reference relative to the tasks outlined in the Scope of Work.

Responses will be evaluated and ranked based on the above criteria as determined by the City. The City reserves the right to waive any irregularities or technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all responses. The City will afford equal opportunity to all those who submit responses and will not discriminate in its selection of consultants on the grounds of race, sex, color, physical handicap, or national origin.

The Evaluation Committee will then establish a shortlist of qualified contractors consisting of not less than three firms. Dates will be set for conducting oral interviews or presentations with the shortlisted firms. Notification will be sent by email or telephone.

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any prior performance reports may be used in evaluating responses to solicitations for goods and services to determine the best value for the City.

**O. ORAL INTERVIEWS/PRESENTATIONS OR DEMONSTRATIONS**

The City has determined that oral interviews/presentations or demonstrations are required as part of this RFQ. Not every contractor will be given an opportunity to interview/present or give demonstrations; the City reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. Contractors’ key personnel, identified in their response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the City and the presenting contractor will be permitted to attend the oral interviews/presentations or demonstrations.

**Examples of work and a written copy or summary of the presentation and any demonstrative information (such as diagrams, briefing charts, etc.) must be submitted to the City prior to the oral interview/presentation or demonstration.** Interviews and presentations shall be based upon the written response; contractors will not be allowed to alter or amend their responses.

Once the oral interviews/presentations or demonstrations have been completed, the City reserves the right to make an award without any further discussion with the contractors regarding the responses received.

Any costs incidental to the oral interviews/presentations or demonstrations shall be borne entirely by the contractor and will not be compensated by the City.

**P. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the City and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The City reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor; however, a contractor should provide its best offer in its original proposal. Contractors should not expect that the City will request a best and final offer.

**Q. REFERENCE AND CREDIT CHECKS**

The City reserves the right to conduct and consider reference and credit checks and to use third parties to conduct such checks. By submitting a response to this solicitation, the contractor grants to the City the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a response, withdraw an intent to award, or rescind the award of a contract.

**R. AWARD**

The City reserves the right to evaluate responses and award contracts in a manner utilizing criteria selected at the City's discretion and in the City's best interest. After evaluation of the responses, or at any point in the solicitation process, the City may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new opening time;
3. Waive deviations or errors in the City's solicitation process and in contractor responses that are not material, do not compromise the solicitation process or a contractor's response, and do not improve a contractor's competitive position;
4. Accept or reject any portion of or all of a response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the City to award a contract. Once an intent to award decision has been determined, it will be communicated to the contractor and posted on the City's website at:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

**S. ALTERNATE/EQUIVALENT RESPONSES**

Contractors may offer responses that are at variance from the express specifications of the solicitation. The City reserves the right to consider and accept such responses if, in the judgment of the City Administrator, the response will result in goods or services equivalent to or better than those which would be supplied in the original specifications.

If this solicitation is for specific goods, materials, or equipment, Contractors must indicate on the solicitation the alternate manufacturer's name and part numbers and shall submit with their response sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. Responses which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the response will be accepted as in strict compliance with all terms, conditions, and specifications, and the Contractor shall be held liable therefore.

**T. RESPONSE PREPARATION COSTS**

The City shall not incur any liability for any costs incurred by contractors in replying to this solicitation, in participating in the demonstrations or oral presentations, or in any other activity related to bidding on this solicitation.

**U. FAILURE TO COMPLY WITH SOLICITATION**

Violations of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the City, which may include, but is not limited to, the following:

1. Rejection of a contractor's response;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Performance Reports;
5. Termination of the resulting contract;
6. Legal action; and,
7. Suspension of the contractor from further bidding with the City for a period of time relative to the seriousness of the violation, such period to be within the sole discretion of the City.

**V. REJECTION OF RESPONSES**

The City reserves the right to reject any or all responses, wholly or in part, in the best interests of the City.

**W. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder may be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a Resident Bidder is equal in all respects to one from a Nonresident Bidder from a state which has no preference law, the Resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**II. COMMUNITY PROFILE**

The City of Crete provides electric service to customers within and outside of the city’s corporate limits in Saline County, Nebraska. The City is a public electric utility with over 2,500 residential customers, 500 commercial customers, and five large industrial customers in a six square mile service area.

The Crete SE Substation will be the fourth substation in the City’s electric distribution system. The intent is to redistribute load for balance and reliability as well as redundancy should another substation, distribution circuit, or sub-transmission circuit suffer localized failure.

The design desire is to configure the existing sub-transmission line and substation to incorporate low-profile, low visual-impact design criteria to minimize impact to the area while achieving the desired electrical service qualities. Potential contractors should become familiar with any local conditions which may, in any manner, affect the services required. No allowances will be made due to lack of knowledge of these conditions.

**III. PROJECT DESCRIPTION AND SCOPE OF WORK**

**A. PROJECT OVERVIEW**

This Request for Qualification seeks to receive letters of interest and qualifications from qualified electrical engineering firms to provide planning and design services for a new electric substation.

**B. PROJECT BUDGET**

The project budget has not been established and is negotiable based on the scope of the planning and design services offered.

**C. PROJECT REQUIREMENTS**

The scope of work shall be completed no later than September 1, 2022. Designs shall be submitted to the City for review when completion reaches sixty percent (60%).

**D. SCOPE OF WORK**

The selected firm shall provide all necessary engineering services related to the project including, but not limited to:

1. Review of previous technical work done as part of the City’s Substation Transformer Feasibility Study.
2. Evaluation and ground grid design.
3. Structure pad design.
4. Transformer pad design.
5. Control house design.
6. Design of circuit distribution bays.
7. Design of all superstructures, both sub-transmission and distribution.
8. Specifications of substation transformer.
9. Prepare timetables and estimates of costs for each phase of construction.
10. Develop a bid package for construction.

**E. PRE-PROPOSAL MEETING AND SITE VISIT**

A pre-proposal meeting will be held on February 2022 at City Hall, 234 East 13th Street, Crete, NE 68333 with a site visit immediately afterward. Proposal submission is contingent upon attendance at the meeting and site visit. Contractors must provide the City with a comprehensive and detailed Statement of Work at the pre-proposal meeting, which shall include the project plan and schedule dates for milestones and deliverables.

**F. DELIVERABLES**

All designs shall be provided as both digital files and hard copies. The bid package shall include bidding assistance for the construction phase of the project. The selected consultant will be required to assist the City in answering any questions related to the construction bid, will review bids to ensure compliance with the construction specifications, and will be on-site during construction milestones to ensure that the specifications are met.

## IV. RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by contractors in preparing responses. Failure to respond to a specific requirement may be the basis for elimination from consideration during the City's comparative evaluation.

Responses must demonstrate that the Contractor has the professional capabilities to accomplish the project and should contain any relevant and helpful information that indicates the Contractor's ability to successfully complete all aspects of the Project Description and Scope of Work. Completed responses should be no longer than twenty (20) pages, excluding front covers, a cover letter of up to two pages, and any required statements, response forms, or certificates. Responses that fail to provide sufficient assurances of performance or information to allow the Evaluation Committee to accurately assess each category of the required services shall not be given further consideration.

### A. RESPONSE CONTENTS

#### 1. **CONTRACTOR OVERVIEW**

The Overview section should consist of the following subsections:

##### a. **Contractor Identification and Information**

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

- i. If any change in ownership or control of the company is anticipated during the twelve months following the response due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor will require notification to the City.

##### b. **Office Location**

The contractor's office location responsible for performance pursuant to an award of a contract with the City should be identified.

##### c. **Relationships with the City**

The contractor should describe any dealings with the City over the previous ten years. If the organization, its predecessor, or any party named in the contractor's response has contracted with the City, the contractor should identify the contracts or provide any other information available to identify such contracts. If no such contracts exist, so declare.

If any party named in the contractor's response is or was an employee of the City within the past ten years, identify the individuals by name, job title or position held with the City, and separation date. If no such relationship exists or has existed, so declare. If any employee of the City is employed by the contractor or is a subcontractor to the contractor, as of the due date for submission, identify all such persons by name, position held with the contractor, and position held with the City (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the City, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

##### d. **Subcontractors**

If the contractor intends to subcontract any part of its performance hereunder, the contractor should provide:

- i. name, address, and telephone number of the subcontractors;
- ii. key personnel and support staff of each subcontractor;
- iii. specific tasks for each subcontractor;
- iv. percentage of performance hours intended for each subcontract; and
- v. total percentage of subcontractor performance hours.

##### e. **Prior Contract Performance**

If the contractor or any proposed subcontractor has had a contract terminated for default during the past ten years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past ten years, including the other party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The City will evaluate the facts and will score the contractor's response accordingly. If no such termination for default has been experienced by the contractor in the past ten years, so declare.

If at any time during the past ten years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

## 2. QUALIFICATIONS

The Qualifications section should consist of the following subsections:

### a. Understanding of the Project Requirements

This subsection should convey a clear understanding of the project and the nature of the work requested.

### b. Summary of Contractor's Experience

The contractor should provide project summaries for a minimum of three of the contractor's previous projects similar to this solicitation in size, scope, and complexity. The City will use no more than five (5) narrative project descriptions submitted by the contractor during its evaluation of the response.

The contractor should address the following:

- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a contractor performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

### c. Summary of Contractor's Proposed Personnel and Management Approach

The contractor must identify the specific professionals who will work on the project if their company is awarded the contract, with a summary or matrix of the team's shared project experience. The names and titles of each member of the team proposed for assignment to the project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each member should also be identified along with a description, in sufficient detail to permit an evaluation of each team member's ability to complete their tasks within the project timeline, of the current commitments each team member has to other work.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The City will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three pages and should include, at a minimum, academic background and degrees, professional certifications, relevant project experience, understanding of the process, and at least three references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the City.

The contractor should present a project organizational chart, including key staff to be assigned, and a detailed description of its proposed approach to the management of the project.

### d. Proposed Development Approach

A description of the proposed operation plan including a detailed outline of the proposed services for executing all of the project tasks.

### e. Quality Control and Assurance

An explanation of quality assurance and quality control proposed for each phase/deliverable for the project.

### f. Detailed Project Work Plan and Schedule

A comprehensive work task plan that details specific tasks included within each phase and element.

A corresponding graphic calendar or text schedule must be included that shows the proposed timeline for each task and milestone dates. The schedule should include the amount of time in months and as a percentage of total workload.

### g. Deliverables and Due Dates

### h. Additional Relevant Information

Any additional information the contractor believes is relevant to the performance of the proposed services.

**B. SIGNATURE/CERTIFICATION**

The response must be signed by an individual authorized to act or make offers on behalf of the contractor.

**C. REFERENCES**

Submit a minimum of three letters of reference, relative to the tasks outlined in the Scope of Work. Letters should be from recent work performed that was similar to what is being proposed and must include names, titles, mailing addresses, telephone numbers, and project descriptions.

**D. PROOF OF INSURANCE**

Provide proof of insurance or a letter of intent to have the required insurance within ten days of notification by the City.

# REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

## CONTRACTOR MUST COMPLETE THE FOLLOWING

Mark any that apply:

<p>_____ RESIDENT BIDDER AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.</p>
<p>_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.</p>
<p>_____ I hereby certify that I am a blind person licensed by the Commission for the Blind &amp; Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.</p>

By signing this Request for Qualification for Contractual Services form, the contractor guarantees compliance with the procedures stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing

### FORM MUST BE SIGNED BY AN AUTHORIZED INDIVIDUAL

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the City or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**After Receipt of Order (ARO):** After Receipt of Order

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Confidential or Proprietary Information:** Proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitors who would be advantaged by release of the information and the specific advantage the competitors would receive.

**Deviation:** Any proposed changes or alterations to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Invalid Response:** A response that does not meet the requirements of the solicitation or cannot be evaluated against the other responses.

**Late Response:** A response received after the Opening Date and Time.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal responses.

**Performance Report:** A report completed by the City documenting products or services delivered or performed which exceed or fail to meet the terms or specifications of a purchase order, contract, or solicitation.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Public Response Opening:** The process of opening correctly submitted responses at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Responsible Contractor:** A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Contractor:** A contractor who has submitted a response which conforms to all requirements of the solicitation document.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Form A**  
**Contractor Point of Contact**  
**Request for Qualification Number 2021-02**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the City with information on the contractor's name and address, and the specific person who is responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each contractor should also designate a specific contact person who will be responsible for responding to the City if any clarifications of the contractor's response should become necessary. This will also be the person who the City contacts to set up a presentation/demonstration.

Communication with the City Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	