

AGENDA

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

WELCOME.

BUSINESS AND REPORTS:

1. Announcement re: Public Meetings Act.
2. Approval of minutes of October 28, 2014, as printed.
3. Comments by the public.
4. PUBLIC HEARING re: Planning Commission's Final Report for revisions to Chapter 1274 of the Planning & Zoning Code re: Home Occupations; and Ordinance No. 1749 if applicable
5. Second Reading of Ordinance No. 1748 amending Chapter 1045 Sewers & Private Disposal Systems, etc. and action as applicable.
6. Consideration of contractor and engineering payment requests for Street Improvement District #58 (Pole Creek Crossing); and RESOLUTION NO. 20141101 approving same.
7. Consideration of engineering payment requests for Sanitary Sewer Extension District #21 (Patel); and RESOLUTION NO. 20141102 approving same.
8. Consideration of engineering payment requests for Water Extension District #21 (Patel), Street Improvement District #53 (Silverberg Dr.), Street Improvement District #54 (Jennifer Lane), and Street Improvement District #55 (Glover Business Park #2); and RESOLUTION NO. 20141103 approving same.
9. Discussion on alternative bidding for public projects under Design Build & Construction Management at Risk Contracts; and any applicable action.
10. Claims for October, 2014:
 - A. Hillside Ventures.
 - B. Cabela's
 - C. All others.

City Manager's Report, comments by City Council and other action concerning city departments, ordinances and state statutes.

ADJOURNMENT

2

Sidney, Nebraska, October 28, 2014 A Fair Housing City

A meeting of the Mayor and Council of the City of Sidney, Nebraska, was convened in open and public session at 7:15 P.M. on October 28, 2014 in the Council Room. Present were: Mayor Gaston and Council Members: Gallaway, Nienhueser, and Arterburn. Absent: Gay. Others present: City Manager Person, City Attorney Leef, and City Clerk Anthony. Notice of the meeting was given in advance thereof by publication in *The Sidney Sun Telegraph*, the designated method for giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the members of the City Council and a copy of their acknowledgment of receipt of notice is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the City Council. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public.

Mayor Gaston informed the public of the location of the posted Open Meetings Act.

Gallaway moved, Nienhueser seconded "That Council Member Gay be excused from this meeting." Roll call vote: Yeas: All council members present. Absent: Gay.

Arterburn moved, Gallaway seconded "That the minutes of the October 14, 2014 meeting be approved as printed." Roll call vote: Yeas: All council members present. Absent: Gay.

Doug Whiteaker of Water Technology, Inc. presented an evaluation of project costs for Sidney's Aquatics project with a comparison chart of costs a year ago (\$4,510,778.75) and what they are today (\$6,286,864.07). It is assumed that the increase is caused by the amount of projects being constructed at Sidney at this time and the difficulty experienced recently in finding interested contractors to bid projects. Discussion was held on the budget for this project (\$4,100,000), the proposed contract with the architect, items not in the cost estimates; i.e. roads, the next step for a schematic design with the budget number in mind, fund raising possibilities in order to build what the people want vs. what the City can afford, pros and cons of indoor vs. outdoor pools, whether to build the outdoor competition pool only, trends of what brings customers; i.e. family leisure pools, splash pads, water slides, etc. Consensus of the council was to have City Attorney Leef review and work with the architects on their proposed contract. After a contract is approved, the next step should be a schematic design with the budget number in mind.

Megan McGown, Economic Development Director, presented a Convention Center Grant contract Extension Request which she would like to submit to the Nebraska Department of Economic Development. The original grant was written for a convention facility to be located newer the I-80 corridor. After a feasibility study was conducted, it was determined that the project would create a financial burden on the City and the taxpayers. No further plans were made to move forward with building the proposed convention center. It since then has been determined that the grant could be redirected to the City's planned improvements to the Hickory Street Square; i.e. construction of a pavilion for events, parking lot, demolition of a property for parking and construction of public restrooms. The City needs to formally request the Department of Economic Development to redirect the aforementioned funds to the Hickory Street Square project. Gallaway moved, Nienhueser seconded "That the Mayor be authorized to sign a request for a contract extension to August 31, 2016 (an activity/purpose change) for the Convention and Civic Center Finance Fund Grant #12-03-289." Roll call vote: Yeas: All council members present. Absent: Gay.

Megan McGown, Main Street Program Director, presented a request for temporary closure of 10th Street between the alley and Hickory Street, with access to Hickory Street through the alley. The temporary closure will be for November 19 thru January 5. During the discussion of this closure, the Council stressed that they would like usage of this area promoted to validate the closure of the street. Megan enumerated the activities that are on the calendar so far. Megan was complemented on doing a good job on this presentation and her continued supervision and cooperation with Chamber on this would be appreciated. Arterburn moved, Nienhueser seconded "That the request by the Main Street Program Director for the temporary closure of 10th Street between the alley and Hickory Street, with access to Hickory Street through

the alley for November 19 thru January 5 be approved.” Roll call vote: Yeas: All council members present. Absent: Gay.

Randy Miller reviewed his 336 Pole Creek Crossing sewer issue in his housing subdivision. He has determined to leave the property zoned R1-A with one acre minimums. Challenges included proximity of residential property to the City’s existing sanitary sewer system which would necessitate the requirement to put in a lift station and the shallow depth available in which to install lines. City Attorney Leef reported that the only way the city could consider allowing septic services to this location would be to amend a Section 1045.07 of the Codified Ordinances.

Gallaway moved, Nienhueser seconded “That the Ordinance entitled “AN ORDINANCE OF THE CITY OF SIDNEY, NEBRASKA, TO AMEND CHAPTER 1045 SEWERS AND PRIVATE DISPOSAL SYSTEMS; SECTION 1045.07 INSTALLATION OF TOILET FACILITIES; OF THE CODIFIED ORDINANCES OF THE CITY OF SIDNEY, NEBRASKA TO PROVIDE FOR ADMINISTRATIVE AUTHORIZATION OF PRIVATE WASTEWATER DISPOSAL SYSTEMS IF PUBLIC SEWER IS NOT IN THE BEST INTERESTS OF THE CITY; TO REPEAL ANY ORDINANCES OR PART OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE” be designated as Ordinance No. 1748 as amended.” Roll call vote: Yeas: All council members present. Absent: Arterburn. There being no motion to suspend the Statutory requirement requiring the ordinance to be read by title on three different days, Ordinance No. 1748 was read by Title for the first time.

Nienhueser moved, Gallaway seconded “That RESOLUTION NO. 20141002 be passed and approved.” Roll call vote: Yeas: All council members present. Absent: Gay.

CITY OF SIDNEY RESOLUTION NO. 20141002
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1-BK1412

Whereas: City of Sidney and M.C. Schaff & Associates, Inc. have previously executed a Construction Engineering Services Agreement (BK1412) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Sidney 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 Sidney and M.C. Schaff & Associates, Inc. wish to enter into a construction 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 Sidney, Nebraska that:
Wendall Gaston, Mayor of City of Sidney is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Sidney and M.C. Schaff & Associates.
NDOR Project Number: URB-6363(3) NDOR Control Number: 51456 NDOR Project Description: 10th Avenue, Hickory to Osage.

Adopted this 28th day of October, 2014 at Sidney, Nebraska.

Gallaway moved, Arterburn seconded “That RESOLUTION NO. 20141003 be passed and approved.” Roll call vote: Yeas: All council members present. Absent: Gay.

RESOLUTION NO. 20141003

WHEREAS, the area within the Final Plat of Hrbek Estates No. 1 is less than two miles north of the furthest City Limits north boundary; and

WHEREAS, several years ago, City Inspector Pelster took a subdivision request for this property before the County Planning & Zoning Board, not considering that the property was within the City’s 2-mile jurisdiction; and

WHEREAS, the property in question currently exists as an undeveloped subdivision; and if developed, it would fall under the City of Sidney building and zoning codes and ordinances; and

WHEREAS, the City of Sidney Planning Commission has forwarded their recommendation of acknowledgment of the Final Plat of Hrbek Estates No. 1, Cheyenne County, Nebraska; and

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SIDNEY, NEBRASKA: That the City Council hereby acknowledges the Final Plat of Hrbek Estates No. 1, Cheyenne County, Nebraska, as shown on Attachments A-D.

Agenda Items 10-12 re: Love's Travel Stops & Country Stores were postponed to a later date.

Gallaway moved, Arterburn seconded "That RESOLUTION NO. 20141007 be passed and approved." Roll call vote: Yeas: All council members present. Absent: Gay.

RESOLUTION NO. 20141007

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SIDNEY, NEBRASKA:

That the Planning Commission of the City of Sidney, Nebraska, has submitted to the City Council of the City of Sidney, Nebraska, its final report regarding a proposed ordinance making amendments to Chapter 1274 of the Planning & Zoning Code re: Home Occupations; and

That the City Council of the City of Sidney proposes to consider said final report and set a Public Hearing regarding this proposed ordinance making amendments to Chapter 1274 of the Planning & Zoning Code re: Home Occupations, and

That said public hearing will be held thereon in the Municipal Building of the City of Sidney, Nebraska, at 7:15 o'clock P.M. on the 11th day of November, 2014 at which time and place parties in interest and citizens shall have an opportunity to be heard; and that the City Clerk is hereby directed to give the proper notice of said hearing in compliance with the law at least ten days prior to said hearing.

City Manager's Report included recent and upcoming meetings and events; i.e. JESWA 11/12; Chuck Schroader UNL; League Legislative Committees 10/31; Interactive Health wellness screenings 10/21-24, 95% participation; Water Project kick off; Taste of Sidney 11/6; Tom Bell; Airport Terminal bids 11-12; Scott Day 11-13 & 14; Trunk or Treat 10/13; County Commissioners authorized a feasibility study for joint law enforcement facilities; Election Day 11/4; Congratulations to Sidney Red Raider Football, Cross Country and Golf; Update from Police Chief Wilkinson, etc.

Council Member Gallaway asked for status on the underground downtown conversion – as per John Hehnke it is in the boring state from 8th to the West with estimated finish date 12/2015. Council Member Nienhueser congratulated all the Red Raider teams. He also encouraged staff to create a policy for guidance for regulating out of city limit requests for water service. In addition to kudos to the Red Raider teams, Mayor Gaston commented on the sportsmanship demonstrated at the cross country state meet in Kearney. He also encouraged citizens to exercise their right to vote.

Council adjourned at 9:33 P.M.

WENDALL GASTON, MAYOR

ATTEST: _____

G.F. ANTHONY, CITY CLERK

ORDINANCE NO. 1749

AN ORDINANCE OF THE CITY OF SIDNEY, NEBRASKA, TO AMEND IN ITS ENTIRETY CHAPTER 1274 HOME OCCUPATIONS OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF SIDNEY, NEBRASKA; TO PROVIDE FOR MAJOR AND MINOR HOME OCCUPATION CLASSIFICATIONS, REGULATIONS AND REQUIREMENTS IN THE CITY OF SIDNEY, NEBRASKA, AND IN THE UNINCORPORATED AREA TWO MILES BEYOND AND ADJACENT TO ITS CORPORATE BOUNDARIES, TO PROVIDE FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES IN ASSOCIATION THEREWITH; TO REPEAL ANY ORDINANCES OR PART OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Be it ordained by the Mayor and Council of the City of Sidney, Nebraska:

Section 1. That Chapter 1274 HOME OCCUPATIONS of the PLANNING AND ZONING CODE of the codified ordinances of the City of Sidney, Nebraska is hereby amended to read as follows:

CHAPTER 1274
Home Occupations

- 1274.01 Scope of Chapter.
- 1274.02 Minor and Major Home Occupations.
- 1274.03 Building Requirements.
- 1274.04 Commercial Vehicles.
- 1274.05 Prohibited Uses.
- 1274.06 Revocation.

CROSS REFERENCES

City planning and zoning – see R. S. N. Sec. 19-901 et seq.
Districts – see R. S. N. Sec. 19-902, 19-904, 19-1915

1274.01 SCOPE OF CHAPTER

The provisions of this chapter apply to home occupations.

1274.02 Minor and Major Home Occupations.

(a) *General home occupation regulations.*

(1) That such uses are located in a primary dwelling which shall clearly be the dwelling used by a person as their private residence.

(2) Any additional traffic and/or parking shall not adversely affect the residential character of the neighborhood, impede surrounding traffic flows, or create hazardous or unsafe conditions within the neighborhood.

(b) *Minor home occupations.* Uses classified as minor home occupations shall be permitted in all zoning districts which allow single-family residences. No permit shall be required. The following regulations shall apply to all minor home occupations:

(1) Such use shall be conducted entirely within a dwelling or an accessory building and carried on by the inhabitants thereof and no others.

(2) That no more than one (1) person other than a member of the family household is employed.

(3) Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and the appearance of the structure shall not be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, odors, or vibrations which carry beyond the premises.

(4) No more than 25 percent of the total floor area of the dwelling may be used for home occupation.

(5) No storage or display of goods shall be visible from outside the structure.

(6) No explosive or combustible material shall be used or stored on the premises in violation of the fire codes or other applicable regulations. No activity shall be allowed which would interfere with radio or television transmission in the area, nor shall there be any offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(7) Parties for the purpose of selling merchandise or taking orders shall not be held more than four times each month.

(8) Permitted minor home occupations include, but are not necessarily limited to the following:

- a. Artists and sculptors;
- b. Authors and composers;
- c. Home crafts for off-site sale;
- d. Office of an ordained minister of religion;
- e. Office facility of a salesperson, sales representative or manufacturer's representative;
- f. Professional office facilities (accountant, architect, engineer, etc.);
- g. Individual tutoring;
- h. Preserving and home cooking for sale off-site;
- i. Individual musical instrumental instruction, provided that no instrument may be amplified in such a way as to disturb the peace and quiet of the neighborhood;
- j. Telephone solicitation work;
- k. Internet based business;
- l. Photography studio;
- m. Repair services, such as musical instruments, watches and clocks, toys, etc.
- o. Family day care home not involving more than three children (not including the children who reside at the residence). Day care services involving more than three children shall be required to apply as a major home occupation.

(c) *Major home occupations.* A major home occupation is any business that employs no more than two (2) nonresident employees. Major home occupations shall be encouraged in neighborhoods in transition from one land use to another and commercial zoning districts that allow residential uses. Single-family residential neighborhoods should, in general, be protected from major home occupations, unless it can be specifically demonstrated that such a use will have no short or long term

negative impact on said neighborhood. Major home occupations may be conducted only after issuance of a major home occupation permit by the planning commission for a yearly fee in the amount established by the city. Permits must be renewed annually on May 1 of each year.

(d) The following regulations shall apply to major home occupations:

(1) Such use shall be conducted entirely within a dwelling or an accessory building and carried on by the inhabitants thereof. No more than two people who are not residents of the dwelling can participate in the business.

(2) Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and the appearance of the structure shall not be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, odors, or vibrations which carry beyond the premises.

(3) No more than 50 percent of the total floor area of the dwelling may be used for home occupation. (Does not apply to day care facilities).

(4) No storage or display of goods shall be visible from outside the structure.

(5) No explosive or combustible material shall be used or stored on the premises in violation of the fire codes or other applicable regulations. No activity shall be allowed which would interfere with radio or television transmission in the area, nor shall there be any offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(6) Parties for the purpose of selling merchandise or taking orders shall not be held more than four times each month.

1274.03 Building Requirements.

A home occupation shall be carried on only within a residence or its accessory. No residence or its accessory shall be remodeled, added to or otherwise altered in such a manner as to diminish or otherwise alter the residential character of such structure.

1274.04 Commercial Vehicles.

No commercial type vehicle may be used in carrying on a home occupation in an R-zone, except that not to exceed two (2) vans, pickup trucks, cars or combination thereof. One tow truck operated by a person holding a permit therefor issued by the Police Chief may also be allowed.

1274.05 Prohibited Uses.

The following uses are examples of uses that are not allowed under home occupation provisions, including, but not limited to:

- a. Auto repair/service/sales;
- b. Large appliance repair/service;
- c. Vehicle painting/service;
- d. Furniture manufacturing;
- e. Auto parts/salvage;

f. Barber/beauty salon.

1274.06 Revocation.

(A) *Conditions.* A home occupation permit granted in accordance with the provisions of this subchapter may be terminated by the City Manager or his or her designee makes any of the following findings:

- (1) That any condition of the home occupation permit has been violated;
- (2) That the use has become detrimental to the public health or safety or is deemed to constitute a nuisance;
- (3) That the permit was obtained by misrepresentation or fraud;
- (4) That the use for which the permit was granted has ceased or has been suspended for 6 consecutive months or more; and
- (5) That the condition of the premises, or of the district of which it is a part, has changed so that the use may no longer be justified under the purpose and intent of this section.

(B) *Appeal.* Within 5 working days of a revocation, an appeal may be made to the City Council through the City Manager or his or her designee. The City Manager or his or her designee within 10 working days of the receipt of an appeal of his or her revocation action shall report his or her findings of fact and decision to the City Council. The City Council shall determine the facts and may revoke, modify, or allow to remain unchanged the home occupation permit in accordance with the Council's final determination.

(C) *Non-transferable.* A home occupation permit granted in accordance with the provisions of this subchapter shall not be transferred, assigned, nor used by any person other than the permittee, nor shall the permit authorize the home occupation at any location other than the location for which the permit is granted.

Section 2: That all other sections of Chapters of Part Twelve-Planning and Zoning Code of the Codified Ordinances 672 shall remain in affect; and that Ordinances in direct conflict herewith are repealed.

Section 3: This Ordinance shall take effect and be in full force from and after its passage, approval and publication or posing as required by law.

Passed and approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

#5

ORDINANCE NO. 1748

AN ORDINANCE OF THE CITY OF SIDNEY, NEBRASKA, TO AMEND CHAPTER 1045 SEWERS AND PRIVATE DISPOSAL SYSTEMS; SECTION 1045.07 INSTALLATION OF TOILET FACILITIES; OF THE CODIFIED ORDINANCES OF THE CITY OF SIDNEY, NEBRASKA TO PROVIDE FOR ADMINISTRATIVE AUTHORIZATION OF PRIVATE WASTEWATER DISPOSAL SYSTEMS IF PUBLIC SEWER IS NOT IN THE BEST INTERESTS OF THE CITY; TO REPEAL ANY ORDINANCES OR PART OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Be it ordained by the Mayor and Council of the City of Sidney, Nebraska:

Section 1. That Chapter 1045 SEWERS AND PRIVATE DISPOSAL SYSTEMS, Section 1045.07 INSTALLATION OF TOILET FACILITIES of the Codified Ordinances of the City of Sidney, Nebraska is hereby amended to read as follows:

1045.07 INSTALLATION OF TOILET FACILITIES.

An owner of a house, building or property used for human occupancy, employment, recreation or other purpose, situated in the City and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required, at the expense of such owner, to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with this chapter, within ninety days after the date of official notice to do so, provided **that such connection is determined by the City Manager or his designee to be in the best interests of the City** and the public sewer is within 200 feet of the property line.

Section 2: That all other sections of Chapter 1045 shall remain in affect; and that Ordinances in direct conflict herewith are repealed.

Section 3: This Ordinance shall take effect and be in full force from and after its passage, approval and publication or posing as required by law.

Passed and approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

#6

RESOLUTION NO.20141101

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SIDNEY, NEBRASKA:

That the Mayor and Council hereby find and determine that pursuant to a contract heretofore made, M.C. SCHAFF & ASSOCIATES, the engineer, has performed the work for engineering of the Pole Creek Crossing/Greenwood Road Phase 1 projects in Street Improvement District #58 & #59; and NIENHUESER CONSTRUCTION, the contractor for the construction of the Pole Creek Crossing/Greenwood Road Phase 1 projects of Street Improvement District #58 & #59 of this city; and the engineer has filed with the City Clerk certificates showing the performance of said contracts as follows: APPLICATION FOR PAYMENT NUMBER 7; STREET IMPROVEMENT DISTRICT #58; AMOUNT TO ENGINEER \$28,763.00; AMOUNT DUE CONTRACTOR \$430,024.76. Payments in the amount now due the engineer and the contractor are hereby authorized and charged to said districts. Said payments shall be paid from the 2014 Construction Fund.

PAYMENT REQUEST NO. 7 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 10/31/2014

ENGINEER: M.C. Schaff & Associates

NAME OF OWNER: City of Sidney

PROJECT: Pole Creek Crossing/ Greenwood Inspection Phase 1

DESCRIPTION	UNIT PRICE	TOTAL TO DATE	
		QUANTITY	EXTENSION
Professional Engineer	\$ 130.00	408	\$ 53,040.00
Professional Surveyor	\$ 130.00	32	\$ 4,160.00
Design Engineer	\$ 92.00	127	\$ 11,684.00
Survey Crew	\$ 90.00	249	\$ 22,410.00
Engineering Tech	\$ 65.00	98	\$ 6,370.00
Project Inspector	\$ 65.00	1642	\$ 106,730.00
Clerical	\$ 50.00	22	\$ 1,100.00
		Direct Labor Costs	\$ 205,494.00
		Direct Costs (See Below)	\$ 2,374.00
		Engineering Services to Date	\$ 207,868.00
		Previous Billed	\$ 179,105.00
		AMOUNT DUE	\$ 28,763.00

DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Standard Proctor	\$115.00	2	\$ 230.00
Cylinder Breaks	\$16.00	134	\$ 2,144.00
TOTAL DIRECT COSTS			\$ 2,374.00

APPROVED BY CITY OF SIDNEY

By: _____

APPROVED BY M.C. SCHAFF & ASSOCIATES, INC.

By: 

Paving District Breakdown			
	Greenwood	Pole Creek Crossing	Total
To Date	\$ 1,542,383.61	\$ 943,511.96	\$ 2,485,895.57
Previous	\$ 1,541,414.61	\$ 514,456.20	\$ 2,055,870.81
Estimate No. 7	\$ 969.00	\$ 429,055.76	\$ 430,024.76

Progress Estimate

Contractor's Application

For (contract):		Pole Creek Crossing/Greenwood - Phase 1			Application Number		7						
Application Period:		Work thru Oct 31, 2014			Application Date:		11/3/2014						
A		B		C		D		E		F		G	
Bid Item No.	Item Description	Bid Quantity	Bid Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)		
1	Mobilization	1	LS	\$164,260.00	\$164,260.00	1	\$164,260.00		\$164,260.00	100.0%	\$-		
2	Traffic Control & Safety	1	LS	\$15,000.00	\$15,000.00	0.7	\$10,500.00		\$10,500.00	70.0%	\$4,500.00		
3	Clearing & Grubbing	1	LS	\$5,350.00	\$5,350.00	1	\$5,350.00		\$5,350.00	100.0%	\$-		
4	Remove Existing Pavement, Curb, Gutter, Etc	54000	SF	\$0.84	\$45,360.00	52995	\$44,179.80		\$44,179.80	97.4%	\$1,180.20		
5	Remove Storm Drain Pipe	625	LF	\$2.00	\$1,250.00	603	\$1,206.00		\$1,206.00	96.5%	\$44.00		
6	Remove Storm Drain Structure	2	EA	\$405.00	\$810.00	2	\$810.00		\$810.00	100.0%	\$-		
7	Remove Steel Bollard	8	EA	\$75.00	\$600.00	4	\$300.00		\$300.00	50.0%	\$300.00		
8	Remove Delineator	27	EA	\$5.00	\$135.00	29	\$145.00		\$145.00	107.4%	\$(10.00)		
9	Remove Fence	30	LF	\$6.50	\$195.00	835	\$5,427.50		\$5,427.50	2783.3%	\$(5,232.50)		
10	Relocate Mailbox	7	EA	\$75.00	\$525.00	5	\$375.00		\$375.00	71.4%	\$150.00		
11	Earthwork Measured in Embankment (Est. Qty.)	11838	CY	\$8.00	\$94,704.00	9500	\$76,000.00		\$76,000.00	80.3%	\$18,704.00		
12	48-Inch Storm Drain Manhole	8	EA	\$3,385.00	\$27,080.00	4	\$13,540.00	\$5,556.00	\$19,096.00	70.5%	\$7,984.00		
13	60-Inch Storm Drain Manhole	5	EA	\$4,535.00	\$22,675.00	5	\$22,675.00	\$2,021.00	\$24,696.00	108.9%	\$(2,021.00)		
14	72-Inch Storm Drain Manhole	10	EA	\$7,540.00	\$75,400.00	9	\$67,860.00	\$3,454.00	\$71,314.00	94.6%	\$4,086.00		
15	Storm Drain Curb Inlet	53	EA	\$2,400.00	\$127,200.00	42	\$100,800.00	\$18,329.74	\$119,129.74	93.7%	\$8,070.26		
16	18-Inch RCCP Storm Drain Pipe	1150	LF	\$50.40	\$57,960.00	791	\$39,866.40	\$6,985.72	\$46,852.12	80.8%	\$11,107.88		
17	24-Inch RCCP Storm Drain Pipe	1730	LF	\$63.00	\$108,990.00	1247	\$78,561.00	\$6,866.64	\$85,427.64	78.4%	\$23,562.36		
18	30-Inch RCCP Storm Drain Pipe	590	LF	\$90.75	\$53,542.50	500	\$45,375.00	\$2,350.08	\$47,725.08	89.1%	\$5,817.42		
19	36-Inch RCCP Storm Drain Pipe	400	LF	\$114.75	\$45,900.00	392	\$44,982.00		\$44,982.00	98.0%	\$918.00		
20	48-Inch RCCP Storm Drain Pipe	2145	LF	\$174.50	\$374,302.50	2025	\$353,362.50	\$2,604.93	\$355,967.43	95.1%	\$18,335.07		
21	48-Inch RCCP Storm Drain Plug	1	EA	\$1,125.00	\$1,125.00	1	\$1,125.00		\$1,125.00	100.0%	\$-		
22	48-Inch Concrete Flared End Section	2	EA	\$2,430.00	\$4,860.00	2	\$4,860.00		\$4,860.00	100.0%	\$-		
23	Connect to Existing Storm Drain Manhole	6	EA	\$275.00	\$1,650.00	6	\$1,650.00		\$1,650.00	100.0%	\$-		
24	Lower Water Main Under Storm Drain	11	EA	\$4,850.00	\$53,350.00		\$-		\$-		\$53,350.00		
25	Remove Existing Water Valve	2	EA	\$65.00	\$130.00		\$-		\$-		\$130.00		
26	12-Inch PVC Water Main	380	LF	\$76.00	\$28,880.00	460	\$34,960.00		\$34,960.00	121.1%	\$(6,080.00)		
27	8-Inch PVC Water Main	200	LF	\$70.00	\$14,000.00	119	\$8,330.00	\$603.31	\$8,933.31	63.8%	\$5,066.69		
28	6-Inch PVC Water Main	20	LF	\$40.00	\$800.00	8	\$320.00		\$320.00	40.0%	\$480.00		
29	5 1/4-Inch Fire Hydrant with Aux Valve	1	EA	\$4,210.00	\$4,210.00	1	\$4,210.00		\$4,210.00	100.0%	\$-		
30	12-Inch RGSV Valve w/Valve Box	12	EA	\$2,423.50	\$29,082.00	8	\$19,388.00	\$5,613.26	\$25,001.26	86.0%	\$4,080.74		
31	8-Inch RGSV Valve w/Valve Box	5	EA	\$1,356.50	\$6,782.50	3	\$4,069.50	\$1,918.25	\$5,987.75	88.3%	\$794.75		
32	12-Inch TEAM Insert Valve w/Valve Box	4	EA	\$9,600.00	\$38,400.00	4	\$38,400.00		\$38,400.00	100.0%	\$-		
Subtotal (Page 2)					\$1,404,508.50		\$1,192,887.70	\$56,302.93	\$1,249,190.63		\$155,317.87		

Progress Estimate

Contractor's Application

For (contract): Pole Creek Crossing/Greenwood - Phase 1 Application Number: 7

Application Period: Work thru Oct 31, 2014 Application Date: 11/3/2014

A		B		C		D		E		F		G	
Bid Item No.	Item Description	Bid Quantity	Bid Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)		
33	Extend Existing Fire Hydrant	2	EA	\$ 585.00	\$ 1,170.00	2	\$ 1,170.00		\$ 1,170.00	100.0%	\$ -		
34	Fittings	8100	LBS	\$ 4.25	\$ 34,425.00	5185	\$ 22,036.25		\$ 22,036.25	64.0%	\$ 12,388.75		
35	8-Inch P.C. Concrete Pavement	31000	SY	\$ 42.00	\$ 1,302,000.00	22537	\$ 946,554.00		\$ 946,554.00	72.7%	\$ 355,446.00		
36	30-Inch P.C. Concrete Curb & Gutter	13200	LF	\$ 16.80	\$ 221,760.00	10970	\$ 184,296.00		\$ 184,296.00	83.1%	\$ 37,464.00		
37	6-Inch P.C. Concrete Driveway	5500	SF	\$ 5.25	\$ 28,875.00	6822	\$ 35,815.50		\$ 35,815.50	124.0%	\$ (6,940.50)		
38	4-Inch P.C. Concrete Sidewalk	70000	SF	\$ 4.20	\$ 294,000.00	6766	\$ 28,417.20		\$ 28,417.20	9.7%	\$ 265,582.80		
39	20-Foot P.C. Concrete Intersection Radius	4	EA	\$ 2,205.00	\$ 8,820.00	4	\$ 8,820.00		\$ 8,820.00	100.0%	\$ -		
40	25-Foot P.C. Concrete Intersection Radius	4	EA	\$ 2,467.50	\$ 9,870.00	4	\$ 9,870.00		\$ 9,870.00	100.0%	\$ -		
41	30-Foot P.C. Concrete Intersection Radius	20	EA	\$ 3,360.00	\$ 67,200.00	14	\$ 47,040.00		\$ 47,040.00	70.0%	\$ 20,160.00		
42	40-Foot P.C. Concrete Intersection Radius	4	EA	\$ 3,622.50	\$ 14,490.00	4	\$ 14,490.00		\$ 14,490.00	100.0%	\$ -		
43	Detectable Warning Panel	304	SF	\$ 33.60	\$ 10,214.40	80	\$ 2,688.00		\$ 2,688.00	26.3%	\$ 7,526.40		
44	Adjust Existing Manhole to Grade	8	EA	\$ 200.00	\$ 1,600.00	6	\$ 1,200.00		\$ 1,200.00	75.0%	\$ 400.00		
45	Adjust/Rotate Water Valve to Grade	8	EA	\$ 120.00	\$ 960.00	8	\$ 960.00		\$ 960.00	100.0%	\$ -		
46	Adjust Curb Stop/Meter Pit to Grade	8	EA	\$ 300.00	\$ 2,400.00						\$ 2,400.00		
47	Seeding	5	ACRE	\$ 2,000.00	\$ 10,000.00						\$ 10,000.00		
48	Mulch	11.25	TON	\$ 665.00	\$ 7,481.25						\$ 7,481.25		
49	Fabric Silt Fence, Low Porosity	7050	LF	\$ 3.00	\$ 21,150.00	5182	\$ 15,546.00		\$ 15,546.00	73.5%	\$ 5,604.00		
50	Curb Inlet Sediment Filter	53	EA	\$ 135.00	\$ 7,155.00	42	\$ 5,670.00		\$ 5,670.00	79.2%	\$ 1,485.00		
51	4-Inch Preformed Pavement Markings (Yellow)	17075	LF	\$ 4.20	\$ 71,715.00						\$ 71,715.00		
52	6-Inch Preformed Pavement Markings (White)	1050	LF	\$ 5.77	\$ 6,058.50						\$ 6,058.50		
53	24-Inch Preformed Pavement Markings (White)	144	LF	\$ 21.00	\$ 3,024.00						\$ 3,024.00		
54	Turn Arrow, Preformed Pavement Marking (White)	12	EA	\$ 420.00	\$ 5,040.00						\$ 5,040.00		
55	Fuse & Bore 12-Inch Water Main	260	LF	\$ 96.61	\$ 25,118.60	260	\$ 25,118.60		\$ 25,118.60	100.0%	\$ -		
56	18-Inch PVC Water Main	140	LF	\$ 127.50	\$ 17,850.00	140	\$ 17,850.00		\$ 17,850.00	100.0%	\$ -		
Subtotal (Page 3)					\$ 2,172,376.75		\$ 1,367,541.55		\$ 1,367,541.55		\$ 804,835.20		
Totals					\$ 3,576,885.25		\$ 2,560,429.25	\$ 56,302.93	\$ 2,616,732.18	73.2%	\$ 960,153.07		

Stored Material Summary

Contractor's Application

For (contract):

Pole Creek Crossing/Greenwood - Phase 1

Application Number:

7

Application Period:

Work thru Oct 31, 2014

Application Date:

11/3/2014

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work Date (Month/Year)	G Materials Remaining in Storage (\$) (D + E - F)	
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal (D+E)			
6324	1	128-feet of 18-inch RCP (\$17.08/ft)	4/2014	\$2,186.24			4/2014	\$2,186.24	
6324	1	Two - 48 Inch Manholes (\$1,452/EA)	4/2014	\$2,904.00			4/2014	\$2,904.00	
6325	1	176-feet of 24-inch RCP (\$23.76/ft)	5/2014	\$4,181.76			4/2014	\$4,181.76	
6319	1	680-feet of 24-inch RCP (\$23.76/ft)	5/2014	\$16,156.80			8/2014	\$16,156.80	
6367	1	3 Inlets (\$833.17/ea)	5/2014	\$2,499.51			5/2014	\$2,499.51	
6360	1	One - 48-inch Manhole	5/2014	\$1,452.00				\$1,452.00	\$1,452.00
6359	1	One - 60 inch Manhole	5/2014	\$2,021.00				\$2,021.00	\$2,021.00
6362	1	Two - 48 Inch Manholes (\$1,452/EA)	5/2014	\$2,904.00				\$2,904.00	\$2,904.00
6354	1	272-feet of 18-inch RCP (\$17.08/ft)	5/2014	\$4,645.76			8/2014	\$4,645.76	
6354	1	240-feet of 18-inch RCP (\$17.08/ft)	5/2014	\$4,099.20			10/2014	\$4,099.20	
6346	1	One - 48-inch Manhole	5/2014	\$1,452.00			5/2014	\$1,452.00	
6346	1	240-feet of 18-inch RCP (\$17.08/ft)	5/2014	\$4,099.20			10/2014	\$2,579.08	\$1,520.12
6379	1	One - 48-inch Manhole	5/2014	\$1,452.00			5/2014	\$1,452.00	
6376	1	40-feet of 48-inch RCP (\$84.03/ft)	5/2014	\$3,361.20			6/2014	\$3,361.20	
6376	1	4 Inlets (\$833.17)	5/2014	\$3,332.68			5/2014	\$3,332.68	
6376	1	40-feet of 48-inch RCP (\$84.03/ft)	5/2014	\$3,361.20			6/2014	\$3,361.20	
6379	1	4 Inlets (\$833.17)	5/2014	\$3,332.68			6/2014	\$3,332.68	
6382	1	48-feet of 48-inch RCP (\$84.03/ft)	5/2014	\$4,033.44			6/2014	\$4,033.44	
6382	1	2 Inlets (\$833.17)	5/2014	\$1,666.34				\$1,666.34	\$1,666.34
6386	1	56-feet of 48-inch RCP (\$84.03/ft)	5/2014	\$4,705.68			6/2014	\$4,705.68	
6392	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			6/2014	\$4,705.68	
6393	1	5 Inlets (\$833.17/ea)	6/2014	\$4,165.85			9/2014	\$833.17	\$3,332.68
6394	1	16-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$1,344.48			6/2014	\$1,344.48	
6395	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			6/2014	\$4,705.68	
6396	1	280-feet of 18-inch RCP (\$17.08/ft)	6/2014	\$4,782.40				\$4,782.40	\$4,782.40
6401	1	176-feet of 24-inch RCP (\$23.76/ft)	6/2014	\$4,181.76			9/2014	\$4,181.76	
6401	1	6 Inlets (\$833.17/ea)	6/2014	\$4,999.02			10/2014	\$2,499.51	\$2,499.51
6402	1	32-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$2,688.96			7/2014	\$2,688.96	
6402	1	One - 72 inch Manhole	6/2014	\$3,154.00			6/2014	\$3,154.00	
6402	1	40-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$3,361.20			6/2014	\$3,361.20	
6404	1	23 Manhole Frame (\$300/EA)	6/2014	\$6,900.00			9/2014	\$3,361.20	\$1,500.00
6404	1	53 Curb Inlet Frame (833.17/EA)	6/2014	\$44,158.01			9/2014	\$34,993.14	\$9,164.87
6406	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			6/2014	\$4,705.68	
6407	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			6/2014	\$4,705.68	
6409	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			7/2014	\$4,705.68	
6410	1	5 Inlets (\$833.17/ea)	6/2014	\$4,165.85			10/2014	\$3,352.68	\$833.17
6410	1	32-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$2,688.96				\$2,688.96	
6412	1	3 Inlets (\$833.17/ea)	6/2014	\$2,499.51			7/2014	\$2,499.51	
6412	1	40-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$3,361.20			7/2014	\$3,361.20	
6413	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			7/2014	\$4,705.68	
6414	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			7/2014	\$4,705.68	
6418	1	56-feet of 48-inch RCP (\$84.03/ft)	6/2014	\$4,705.68			7/2014	\$4,705.68	
Subtotal Page 4				\$203,943.33				\$203,943.33	\$31,676.09

Stored Material Summary

Contractor's Application

For (contract): Pole Creek Crossing/Greenwood - Phase 1 Application Number: 7

Application Period: Work thru Oct 31, 2014 Application Date: 11/3/2014

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work	G Materials Remaining in Storage (\$) (D + E - F)	
			Date (Month/Year)	Amount (\$)	Month	Amount (\$)			Subtotal (D+E)
6419	1	56-feet of 48-Inch RCP (\$84.03/ft)	6/2014	\$4,705.68			7/2014	\$4,705.68	
6421	1	56-feet of 48-Inch RCP (\$84.03/ft)	6/2014	\$4,705.68			8/2014	\$4,705.68	
6422	1	56-feet of 48-Inch RCP (\$84.03/ft)	6/2014	\$4,705.68			8/2014	\$4,705.68	
6424	1	6 Inlets (\$833.17/ea)	6/2014	\$4,999.02			8/2014	\$4,999.02	
6424	1	32-feet of 48-Inch RCP (\$84.03/ft)	6/2014	\$1,344.48			9/2014	\$1,344.48	
6430	1	48-feet of 48-Inch RCP (\$84.03/ft)	6/2014	\$4,033.44			9/2014	\$4,033.44	
6463	1	16 Inlets (\$833.17/ea)	7/2014	\$13,330.72			7/2014	\$12,497.55	\$833.17
6516	1	One 72-Inch Manhole (3,154.00/ea)	7/2014	\$3,154.00			7/2014	\$3,154.00	
6515	1	Two 72-Inch Manhole (3,154.00/ea)	7/2014	\$6,308.00			8/2014	\$6,308.00	
203500	2	6-Inch Gate Valve (\$569.80/ea)	7/2014	\$569.80			10/2014	\$569.80	
203500	2	Five 8-Inch Gate Valve (\$86.44/ea)	7/2014	\$4,432.21			7/2014	\$2,659.32	\$1,772.89
203676	2	200-feet 8" PVC Water Main (7.44/ft)	7/2014	\$1,489.66			8/2014	\$886.35	\$603.31
203676	2	20-feet 6" PVC Water Main (4.294/ft+tax)	7/2014	\$85.88			10/2014	\$85.88	
203676	2	18-each valve box lid (\$72.68/ea)	7/2014	\$1,308.22			10/2014	\$872.14	\$436.08
203676	2	400-feet 12" PVC Water Main (17.53/ft)	7/2014	\$7,013.30			10/2014	\$7,013.30	
203676	2	Eleven 12-Inch Gate Valve (1774.18/ea)	7/2014	\$19,515.98			7/2014	\$14,193.44	\$5,322.54
203500-1	2	1 Fire Hydrant (\$2097.57/ea)	7/2014	\$2,097.57			10/2014	\$2,097.57	
6539	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			8/2014	\$4,705.68	
6543	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			8/2014	\$4,705.68	
6545	1	40-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$3,361.20			8/2014	\$3,361.20	
6545	1	One 72-Inch Manhole (3,154.00/ea)	8/2014	\$3,154.00			8/2014	\$3,154.00	
6554	1	Two 60-Inch Manhole (2,021.00/ea)	8/2014	\$4,042.00			8/2014	\$4,042.00	
6554	1	8-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$672.24			8/2014	\$672.24	
6555	1	One 72-Inch Manhole (3,154.00/ea)	8/2014	\$3,154.00			8/2014	\$3,154.00	
6555	1	One 60-Inch Manhole (2,021.00/ea)	8/2014	\$2,021.00			8/2014	\$2,021.00	
6556	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			8/2014	\$4,705.68	
6563	1	88-feet of 36-Inch RCP (\$47.16/ft)	8/2014	\$4,150.08			8/2014	\$4,150.08	
6567	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			8/2014	\$4,705.68	
6569	1	88-feet of 36-Inch RCP (\$47.16/ft)	8/2014	\$4,150.08			8/2014	\$4,150.08	
6575	1	16-feet of 36-Inch RCP (\$47.16/ft)	8/2014	\$754.56			8/2014	\$754.56	
6575	1	72-feet of 24-Inch RCP (\$23.76/ft)	8/2014	\$1,710.72			9/2014	\$1,710.72	
6575	1	One 72-Inch Manhole (3,154.00/ea)	8/2014	\$3,154.00			9/2014	\$3,154.00	
6577	1	88-feet of 36-Inch RCP (\$47.16/ft)	8/2014	\$4,150.08			8/2014	\$4,150.08	
6582	1	48-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,033.44			8/2014	\$4,033.44	
6586	1	80-feet of 24-Inch RCP (\$23.76/ft)	8/2014	\$1,900.80			9/2014	\$1,900.80	
6586	1	40-feet of 18-Inch RCP (\$17.08/ft)	8/2014	\$683.20			9/2014	\$683.20	
6586	1	16-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$1,344.48			9/2014	\$1,344.48	
6595	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			9/2014	\$4,705.68	
6597	1	88-feet of 36-Inch RCP (\$47.16/ft)	8/2014	\$4,150.08			9/2014	\$4,150.08	
6603	1	32-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$2,688.96			9/2014	\$2,688.96	
6603	1	Two 48-Inch Flared End Section (\$1450/EA)	8/2014	\$2,900.00			9/2014	\$2,900.00	
Subtotal Page 4				\$203,943.33				\$203,943.33	
Subtotal Page 4 & 5				\$363,445.97				\$363,445.97	\$31,676.09
								\$322,118.69	\$41,377.28

Stored Material Summary

Contractor's Application

For (contract): Pole Creek Crossing/Greenwood - Phase 1 Application Number: 7

Application Period: Work thru Oct 31, 2014 Application Date: 11/3/2014

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		Subtotal (D+E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))
			Date (Month/Year)	Amount (\$)	Month	Amount (\$)		Date (Month/Year)	Amount (\$)	
6608	1	56-feet of 48-Inch RCP (\$84.03/ft)	8/2014	\$4,705.68			\$4,705.68	8/2014	\$4,705.68	
6615	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	8/2014	\$4,705.68	
205661	2	140-feet of 18-Inch PVC Water Main					\$5,475.45	10/2014	\$5,475.45	
6644	1	104-feet of 30 Inch RCP (\$34.56/ft)					\$3,594.24	9/2014	\$3,594.24	
6641	1	104-feet of 30 Inch RCP (\$34.56/ft)					\$3,594.24	9/2014	\$3,594.24	
6661	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	9/2014	\$4,705.68	
6655	1	88-feet of 30-Inch RCP (\$34.56/ft)					\$3,041.28	9/2014	\$3,041.28	
6655	1	8-feet of 48-Inch RCP (\$84.03/ft)					\$672.24	9/2014	\$672.24	
6650	1	104-feet of 30 Inch RCP (\$34.56/ft)					\$3,594.24	9/2014	\$3,594.24	
6649	1	104-feet of 30 Inch RCP (\$34.56/ft)					\$3,594.24	9/2014	\$3,594.24	
6639	1	Two 60-Inch Manhole (\$2021/E/A)					\$4,042.00	9/2014	\$4,042.00	
6639	1	64-feet of 30-Inch RCP (\$34.56/ft)					\$2,211.84	9/2014	\$2,211.84	
6689	1	176-feet of 24-Inch RCP (\$23.76/ft)					\$4,181.76	9/2014	\$1,496.88	\$2,211.84
6692	1	176-feet of 24-Inch RCP (\$23.76/ft)					\$4,181.76	9/2014	\$4,181.76	\$2,684.88
6693	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	9/2014	\$4,705.68	\$4,181.76
6662	1	Two 72-Inch Manhole (\$3154/E/A)					\$6,308.00	10/2014	\$6,308.00	\$4,705.68
6663	1	One 72-Inch Manhole (\$3154/E/A)					\$3,154.00	10/2014	\$3,154.00	\$3,154.00
6668	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6673	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6677	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6679	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6681	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6682	1	56-feet of 48-Inch RCP (\$84.03/ft)					\$4,705.68	10/2014	\$4,705.68	
6686	1	24-feet of 48-Inch RCP (\$84.03/ft)					\$2,016.72	9/2014	\$4,117.47	\$588.21
6686	1	16-feet of 36-Inch RCP (\$47.16/ft)					\$754.56	9/2014	\$754.56	\$2,016.72
6707	1	One Curb Inlet Frame					\$948.00	9/2014	\$948.00	
Subtotal Page 4 & 5				\$363,445.97			\$363,445.97		\$322,118.69	\$41,327.28
Total				\$372,857.33			\$391,010.01		\$405,564.41	\$56,302.93

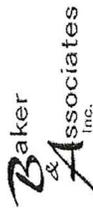
#7

RESOLUTION NO. 20141102

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SIDNEY, NEBRASKA:

That the Mayor and Council hereby find and determine that pursuant to a contract heretofore made, Van Kirk Bros. Contracting have performed the work for construction of SANITARY SEWER EXTENSION DISTRICT #21; and the engineer, Baker & Associates has filed with the City Clerk certificates showing the performance of said contract as follows: SANITARY SEWER EXTENSION DISTRICT #21: CONTRACTOR'S APPLICATION FOR PAYMENT NUMBER 1 - \$116,010.00 AND BAKER & ASSOCIATES \$6,504.85. Warrants in the amount now due the contractor are hereby authorized and charged to said district. Said warrants shall draw interest at a rate of 1.0% per annum and be held by the City of Sidney Investment Account.

SSSD 21



Engineers - Architects - Surveyors
Since 1977

Application for Payment No. 1
For Work accomplished through the date of: October 27, 2014

Owner: City of Sidney
1115 13TH Ave
Sidney, NE 69162
PHONE 308-254-5300
FAX 308-254-3164

Contractor: Van Kirk Bros. Contracting
1200 W Ash
Sutton, NE 68979
PHONE 402-773-5250
FAX

Project: 066-146-13
SSD NO. 21 Runza Addition

Item No.	Description of Work	Unit	Scheduled Value		Amount	Work Completed		Materials Stored**	Total Completed Plus Stored	% Completed
			Quantity	Unit Price		Quantity	Retainage *			
A-1	Schedule A - Sanitary Sewer Improve	LS	1.00	\$22,000.00	\$22,000.00	1		\$22,000.00	100%	
A-2	Mobilization	EA	6.00	\$6,200.00	\$37,200.00	5		\$31,000.00	83%	
A-3	Manhole 4' Diameter	LF	1,578.00	\$30.00	\$47,340.00	1315		\$39,450.00	83%	
A-4	Sanitary Sewer - 8" PVC	EA	3.00	\$190.00	\$570.00					
A-5	Sanitary Sewer Service Connection	EA	1.00	\$400.00	\$400.00					
A-6	Connect to Existing Sanitary Sewer	EA	182.00	\$350.00	\$63,700.00	100		\$35,000.00	55%	
A-7	Boring - 8" Pipe	LF	60.00	\$25.00	\$2,000.00					
A-8	Sanitary Sewer 6" PVC	LF	40.00	\$75.00	\$3,000.00					
A-9	Pavement - 6" PCC R&R	EA	1.00	\$1,450.00	\$1,450.00	1		\$1,450.00	100%	
A-9	Fire Hydrant - Relocate Existing	EA								

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by all prior Applications for Payment, inclusive; (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, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Contractor: M. S. Schwideman Dated: Oct 30, 2014
Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Matt Kautz
2014.10.30 09:38:32 -0600'
Baker & Associates: Matt Kautz Dated: 10/29/2014
Authorized Signature

Total Contract Amount: \$177,660.00
Total value of work & materials completed: \$128,900.00
Less amount paid, previous estimates:
Less retainage: 10% \$12,890.00
AMOUNT DUE THIS APPLICATION: \$116,010.00

* - Retainage based on percent of completion of the individual item
** - Materials on site, not installed (invoices required)

Baker & Associates, Inc. Engineers * Architects * Surveyors 120 East 16th Street, Suite A, Scottsbluff, Nebraska 69361



**CITY OF SIDNEY
PROFESSIONAL CONSULTANT PAY REQUEST**

PAYMENT REQUEST NO. 6 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 10/21/2014

ENGINEER: Baker & Associates, Inc.

NAME OF OWNER: City of Sidney

PROJECT: 066-146-13 Sanitary Sewer District #21

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL TO DATE	
			EXTENSION	
Professional L1	\$125.00	4.50		\$562.50
Professional L2	\$120.00	10.00		\$1,200.00
Design Engineer	\$0.00	0.00		\$0.00
Survey Crew (2 man)	\$0.00	0.00		\$0.00
Engineering Tech L2	\$85.00	0.00		\$0.00
Engineering Tech L3	\$75.00	59.50		\$4,462.50
	\$0.00	0.00		\$0.00
Clerical L1	\$48.00	3.00		\$144.00
Direct Labor Costs				\$6,369.00
Direct Costs (See Below)				\$135.85
Engineering Services to Date				\$6,504.85
Previous Billed				\$0.00
AMOUNT DUE				\$6,504.85

DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Mileage	\$ 0.55	247.00	\$135.85
Mileage	\$ 0.55	0.00	\$0.00
TOTAL DIRECT COSTS			\$135.85

APPROVED BY: CITY OF SIDNEY
 By: _____

APPROVED BY: ENGINEERING FIRM
 By: [Signature]

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

City of Sidney
 John Hehnke
 P.O. Box 79
 Sidney, NE 69162-0079

Invoice number 26821
 Date 10/21/2014

Project 066-146-13 CITY OF SIDNEY -
 SANITARY SEWER DISTRICT #21

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
DESIGN PHASE	9,800.00	9,800.00	0.00	0.00	9,800.00
CONSTRUCTION PHASE	11,500.00	0.00	6,504.85	4,995.15	6,504.85
Total	21,300.00	9,800.00	6,504.85	4,995.15	16,304.85

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	4.50	125.00	562.50
Professional Level 2	10.00	120.00	1,200.00
Technician Level 3	59.50	75.00	4,462.50
Clerical Level 1	3.00	48.00	144.00
Professional Fees subtotal	77.00		6,369.00

Reimbursables

	Units	Rate	Billed Amount
Per Miles	247.00	0.55	135.85

Invoice total 6,504.85

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26821	10/21/2014	6,504.85	6,504.85				
	Total	6,504.85	6,504.85	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager

#8

RESOLUTION NO. 20141103

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SIDNEY, NEBRASKA:

That the Mayor and Council hereby find and determine that pursuant to a contract heretofore made, Baker & Associates, the engineer, has performed the work for construction of Water Extension District #21, Street Improvement District #53, Street Improvement District #54, and Street Improvement #55; and the engineer, Baker & Associates, has filed with the City Clerk certificates showing the performance of said contracts as follows: APPLICATION FOR PAYMENT NUMBER 6 - WATER EXTENSION DISTRICT #21, AMOUNT TO ENGINEER \$1,891.50; APPLICATION FOR PAYMENT NUMBER 5 - STREET IMPROVEMENT DISTRICT NUMBER 53, AMOUNT TO ENGINEER \$6,034.50; APPLICATION FOR PAYMENT NUMBER 5 - STREET IMPROVEMENT DISTRICT NUMBER 54, AMOUNT TO ENGINEER \$3,696.95; and APPLICATION FOR PAYMENT NUMBER 4 - STREET IMPROVEMENT DISTRICT NUMBER 55, AMOUNT TO ENGINEER \$385.00. Warrants in the amount now due the contractor are hereby authorized and charged to said districts. Said warrants shall draw interest at a rate of 1.0% per annum and be held by the City of Sidney Investment Account.



**CITY OF SIDNEY
PROFESSIONAL CONSULTANT PAY REQUEST**

PAYMENT REQUEST NO. 6 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 10/21/2014

ENGINEER: Baker & Associates, Inc.
 NAME OF OWNER: City of Sidney
 PROJECT: 066-147-13 Water District #21

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL TO DATE	
			EXTENSION	
Professional L1	\$125.00	3.00		\$375.00
Professional L2	\$120.00	5.50		\$660.00
Design Engineer	\$0.00	0.00		\$0.00
Survey Crew (2 man)	\$0.00	0.00		\$0.00
Engineering Tech L2	\$85.00	0.00		\$0.00
Engineering Tech L3	\$75.00	9.50		\$712.50
Project Inspector	\$0.00	0.00		\$0.00
Clerical L1	\$48.00	3.00		\$144.00
Direct Labor Costs				\$1,891.50
Direct Costs (See Below)				\$0.00
Engineering Services to Date				\$1,891.50
Previous Billed				\$0.00
AMOUNT DUE				\$1,891.50

DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Fees & Permits	\$ 0.00	0.00	\$0.00
Mileage	\$ 0.55	0.00	\$0.00
TOTAL DIRECT COSTS			\$0.00

APPROVED BY: CITY OF SIDNEY

By: _____

APPROVED BY: ENGINEERING FIRM

By: *[Signature]*

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

City of Sidney
 John Hehnke
 P.O. Box 79
 Sidney, NE 69162-0079

Invoice number 26822
 Date 10/21/2014

Project 066-147-13 CITY OF SIDNEY - WATER
 DISTRICT #21

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
DESIGN PHASE	8,500.00	8,495.10	0.00	4.90	8,495.10
CONSTRUCTION PHASE	9,500.00	0.00	1,891.50	7,608.50	1,891.50
Total	18,000.00	8,495.10	1,891.50	7,613.40	10,386.60

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	3.00	125.00	375.00
Professional Level 2	5.50	120.00	660.00
Technician Level 3	9.50	75.00	712.50
Clerical Level 1	3.00	48.00	144.00
Professional Fees subtotal	21.00		1,891.50
Invoice total			1,891.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26822	10/21/2014	1,891.50	1,891.50				
Total		1,891.50	1,891.50	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager

Notice: As of February 2010 we will be adding a 7% APR late fee to all invoices which are more than 60 days past due. The minimum late fee for all invoices will be \$50.00.



**CITY OF SIDNEY
PROFESSIONAL CONSULTANT PAY REQUEST**

PAYMENT REQUEST NO. 5 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 6/24/2014

ENGINEER: Baker & Associates, Inc.
 NAME OF OWNER: City of Sidney
 PROJECT: 066-144-13 Silverberg Drive - SID #53

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL TO DATE	
			EXTENSION	
Professional Engineer L1	\$125.00	18.00		\$2,250.00
Professional L2	\$120.00	15.00		\$1,800.00
Engineering Tech L2	\$85.00	11.00		\$935.00
Engineering Tech L3	\$75.00	4.00		\$300.00
Engineering Tech L5	\$45.00	1.00		\$45.00
Surveyor L2	\$105.00	2.50		\$262.50
Survey Crew (1 man)	\$130.00	1.00		\$130.00
Clerical	\$48.00	6.50		\$312.00
Direct Labor Costs				\$6,034.50
Direct Costs (See Below)				\$0.00
Engineering Services to Date				\$6,034.50
Previous Billed				\$0.00
AMOUNT DUE				\$6,034.50

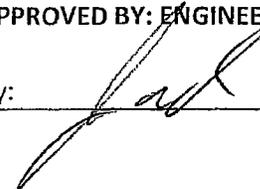
DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Mileage	\$ 0.55	0.00	\$0.00
Mileage	\$ 0.55	0.00	\$0.00
TOTAL DIRECT COSTS			\$0.00

APPROVED BY: CITY OF SIDNEY

By: _____

APPROVED BY: ENGINEERING FIRM

By:  _____

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

City of Sidney
 John Hehnke
 P.O. Box 79
 Sidney, NE 69162-0079

Invoice number 26593
 Date 06/24/2014

Project 066-144-13 CITY OF SIDNEY -
 SILVERBERG DRIVE (SID #53)

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
DESIGN PHASE	26,720.00	20,682.75	6,034.50	2.75	26,717.25
CONSTRUCTION PHASE	21,380.00	0.00	0.00	21,380.00	0.00
POST-CONSTRUCTION PHASE	2,000.00	0.00	0.00	2,000.00	0.00
Total	50,100.00	20,682.75	6,034.50	23,382.75	26,717.25

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	18.00	125.00	2,250.00
Professional Level 2	15.00	120.00	1,800.00
Technician Level 2	11.00	85.00	935.00
Technician Level 3	4.00	75.00	300.00
Technician Level 5	1.00	45.00	45.00
Surveyor Level 2	2.50	105.00	262.50
Clerical Level 1	6.50	48.00	312.00
Survey Crew - 1 man	1.00	130.00	130.00
Professional Fees subtotal	59.00		6,034.50
Invoice total			6,034.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26593	06/24/2014	6,034.50	6,034.50				
	Total	6,034.50	6,034.50	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager



**CITY OF SIDNEY
PROFESSIONAL CONSULTANT PAY REQUEST**

PAYMENT REQUEST NO. 5 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 6/24/2014

ENGINEER: Baker & Associates, Inc.
 NAME OF OWNER: City of Sidney
 PROJECT: 066-145-13 Jennifer Lane - SID #54

DESCRIPTION	UNIT PRICE	TOTAL TO DATE	
		QUANTITY	EXTENSION
Professional Engineer L1	\$125.00	12.00	\$1,500.00
Professional Engineer L2	\$120.00	10.00	\$1,200.00
	\$0.00	0.00	\$0.00
Survey Crew (2 man)	\$0.00	0.00	\$0.00
Engineering Tech L2	\$85.00	7.00	\$595.00
Engineering Tech L5	\$45.00	1.00	\$45.00
Project Inspector	\$0.00	0.00	\$0.00
Clerical	\$48.00	5.50	\$264.00
Direct Labor Costs			\$3,604.00
Direct Costs (See Below)			\$92.95
Engineering Services to Date			\$3,696.95
Previous Billed			\$0.00
AMOUNT DUE			\$3,696.95

DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Mileage	\$ 0.55	169.00	\$92.95
Mileage	\$ 0.55	0.00	\$0.00
TOTAL DIRECT COSTS			\$92.95

APPROVED BY: CITY OF SIDNEY

By: _____

APPROVED BY: ENGINEERING FIRM

By:

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

City of Sidney
 John Hehnke
 P.O. Box 79
 Sidney, NE 69162-0079

Invoice number 26594
 Date 06/24/2014

Project 066-145-13 CITY OF SIDNEY - JENNIFER
 LANE (SID #54)

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
DESIGN PHASE	17,480.00	13,782.85	3,696.95	0.20	17,479.80
CONSTRUCTION PHASE	13,920.00	0.00	0.00	13,920.00	0.00
POST-CONSTRUCTION PHASE	2,000.00	0.00	0.00	2,000.00	0.00
Total	33,400.00	13,782.85	3,696.95	15,920.20	17,479.80

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	12.00	125.00	1,500.00
Professional Level 2	10.00	120.00	1,200.00
Technician Level 2	7.00	85.00	595.00
Technician Level 5	1.00	45.00	45.00
Clerical Level 1	5.50	48.00	264.00
Professional Fees subtotal	35.50		3,604.00

Reimbursables

	Units	Rate	Billed Amount
Per Miles	169.00	0.55	92.95

Invoice total **3,696.95**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26594	06/24/2014	3,696.95	3,696.95				
	Total	3,696.95	3,696.95	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager



**CITY OF SIDNEY
PROFESSIONAL CONSULTANT PAY REQUEST**

PAYMENT REQUEST NO. 4 PARTIAL X PAGE 1 OF 1
 FINAL _____ DATE 5/22/2014

ENGINEER: Baker & Associates, Inc.
 NAME OF OWNER: City of Sidney
 PROJECT: 066-151-13 Glover Business Park #2 - SID #55

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL TO DATE	
			EXTENSION	
Professional L1	\$125.00	0.00		\$0.00
Professional L2	\$120.00	2.50		\$300.00
Design Engineer	\$0.00	0.00		\$0.00
Survey Crew (2 man)	\$0.00	0.00		\$0.00
Engineering Tech L2	\$85.00	1.00		\$85.00
Engineering Tech L3	\$0.00	0.00		\$0.00
Project Inspector	\$0.00	0.00		\$0.00
Clerical	\$48.00	0.00		\$0.00
Direct Labor Costs				\$385.00
Direct Costs (See Below)				\$0.00
Engineering Services to Date				\$385.00
Previous Billed				\$0.00
AMOUNT DUE				\$385.00

DIRECT COST BREAKDOWN

DESCRIPTION	UNIT COST	QUANTITY	EXTENSION
Mileage	\$ 0.55	0.00	\$0.00
Mileage	\$ 0.55	0.00	\$0.00
TOTAL DIRECT COSTS			\$0.00

APPROVED BY: CITY OF SIDNEY
 By: _____

APPROVED BY: ENGINEERING FIRM
 By: [Signature]

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

City of Sidney
 John Hehnke
 P.O. Box 79
 Sidney, NE 69162-0079

Invoice number 26533
 Date 05/22/2014

Project 066-151-13 CITY OF SIDNEY - GLOVER
 BUSINESS PARK #2 STREET, SID #55

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
DESIGN & BIDDING	6,500.00	6,113.00	385.00	2.00	6,498.00
CONSTRUCTION SERVICES	9,500.00	0.00	0.00	9,500.00	0.00
POST- CONSTRUCTION SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
Total	18,000.00	6,113.00	385.00	11,502.00	6,498.00

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 2	2.50	120.00	300.00
Technician Level 2	1.00	85.00	85.00
Professional Fees subtotal	3.50		385.00
Invoice total			385.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26533	05/22/2014	385.00	385.00				
	Total	385.00	385.00	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager

Notice: As of February 2010 we will be adding a 7% APR late fee to all invoices which are more than 60 days past due. The minimum late fee for all invoices will be \$50.00.



#9

SMALL TOWN VALUES

1115 13TH AVENUE PO BOX 79
SIDNEY NEBRASKA 69162

BIG TIME OPPORTUNITIES

PHONE (308) 254-5300 FAX (308) 254-3164
www.cityofsidney.org

Memo to: City Council
From: City Manager *J.P.*

RE: Design / Build & Construction Management at Risk

A few years ago the State of Nebraska adopted a law allowing for Political Subdivision Construction Alternatives to enter into a "design-build" or "construction management at risk" contracts for public contracts. This is an alternate method to the traditional bidding statutes where the low bidder is awarded a contract. This law allows for a qualification based selection for architectural or engineering services and for contractor services.

Those involved would then work in unison on the design of projects so you are also getting the contractor's perspective during the design stage. With the swimming pool project moving into the next phase of design, I felt it was important to have a discussion to consider the merits of this alternative prior to getting into a contract situation with an architect. Councilman Nienhueser had mentioned a different type of approach at the last meeting, and this is one such approach allowed now under Nebraska law. There are a handful of communities in eastern Nebraska using it, most are much larger than Sidney, but it would be nice to have the alternative if we felt this would be more cost effective for the best bang for the buck for the public.

When attending the recent League of Municipalities legislative meetings in Lincoln, I met with the Columbus City Administrator, whose City has now used this process on four different projects. He shared with me the policies and procedures their community has adopted. Ours would be slightly altered from this, but it's important to note that Columbus has patterned theirs after the Nebraska law so that all requirements of the law are met. He prefers it to the traditional method. As you will see a local internal board is created for the review portion of each project.

I have included the Columbus policies for your review, which is much easier to understand than the statutory language in SS 13-2901. Should you want to read through that law you can go to www.Nebraska.Gov in the legislative section under "laws and bills" and pull it up.

J, John and I also had a conversation with an eastern Nebraska contractor recently, who has used this process and speaks very highly of it, as does the City of Columbus. J also plans to visit with the Columbus City Attorney.

**POLICIES
AND
PROCEDURES
FOR
DESIGN – BUILD
&
CONSTRUCTION MANAGEMENT AT RISK
CONTRACTS**

CITY OF COLUMBUS, NEBRASKA

A. PURPOSE

The purpose of the following is to propagate policies and procedures to allow the City of Columbus to be compliant with the Political Subdivision Construction Alternatives Act (§ 13-2901), to enter into a design-build contract which is subject to qualification-based selection, or a construction management at risk contract for public contracts.

B. Establish Construction Delivery Method

1. Adopt Resolution selecting preferred construction delivery system
 - a. Design-Build contract, or
 - b. Construction Management at Risk contract
2. Must be affirmative vote of at least 2/3 of governing body
 - a. If Design-Build, proceed to Section C
 - b. If Construction Management at Risk, proceed to Section H

Definitions:

Design-Build contract means a contract which is subject to qualifications-based selection between a City of Columbus and a design-builder to furnish:

- a) architectural, engineering and related design services for a project pursuant to the act
- b) labor, materials, supplies, equipment, and construction services for a project pursuant to the act.

Design-Builder means the legal entity which proposes to enter into a design-build contract which is subject to qualifications-based selection pursuant to the act.

Construction Management at Risk contract means a contract by which a construction manager:

- a) assumes the legal responsibility to deliver a construction project within a contracted price to the City of Columbus
- b) acts as a construction consultant to the City of Columbus during the design development phase of the project when the City of Columbus's architect or engineer designs the project
- c) is the builder during the construction phase of the project.

Construction Manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the act.

Resources:

- Definitions of delivery systems, Neb. Rev. Stat. § 13-2903

C. Selection of Performance Criteria Developer (PCD)

1. Selection to be consistent with Nebraska Consultants' Competitive Negotiation Act (81-1701-1721)
 - a. PCD is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as PCD, and
 - b. Is not employed by or does not have a financial or other interest in a design-builder or construction manager who will submit a proposal

Definitions:

Performance Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act who is selected by a political subdivision to assist the political subdivision in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of construction under a design-build contract to determine adherence to the performance criteria, and any additional services requested by the political subdivision to represent its interests in relation to a project.

Project Performance Criteria means the performance requirements of the project suitable to allow the design-builder to make a proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

2. The Performance-Criteria Developer

The Performance Criteria Developer will be the City Engineer. If the City Engineer is not designated as the PCD, the PCD will be selected in accordance with Resolution R98-128 if the estimated PCD fees are over \$10,000. If the fees are under \$10,000 the PCD will be selected by the City Engineer and City Administrator.

Resources:

- Sample RFP for Performance Criteria Developer (See Exhibit 1)
- Nebraska Consultants' Competitive Negotiation Act (81-1701-1721)

D. Prequalification of Design-Builder

1. Prepare a Request for Letters of Interest
 - a. Describe project in sufficient detail to permit a design-builder to submit a letter of interest
 - b. Request for Letters of Interest shall be
 - i. Published in the Columbus Telegram at least 30 days prior to the deadline for receiving letters of interest and sent by first-class mail to any design-builder on request form (See Exhibit 2.1)
 - c. Letters of Interest shall be reviewed by the City of Columbus in consultation with the performance-criteria developer
 - d. Select prospective design-builders in accordance with procedures and standards of the City of Columbus and pursuant to Neb. Rev. Stat. § 13-2905 and 13-2908 (See Exhibit 2.2)
 - e. The City of Columbus shall select at least three prospective design-builders
 - i. Except that if only two have submitted, the City shall select two prospective design-builders.
 - f. The selected design-builders shall be considered pre-qualified and eligible to receive requests for proposals

Definitions:

Letter of Interest means a statement indicating interest to enter into a design-build contract or a construction management at risk contract for a project pursuant to Neb. Rev. Stat. § 13-2903

Request for Letters of Interest means the documentation or publication by which a political subdivision solicits letters of interest.

Resources:

- Sample Letter of Interest (See Exhibit 2)
- Performance criteria prepared by the Performance Criteria Developer, Budget and Schedule Parameters and Bond & Insurance required by law or political subdivision (See Exhibit 3.1)

E. Request for Proposals for Design-Build Contract

1. The Request for Proposal (RFP) shall contain at a minimum the requirements of Neb. Rev. Stat. § 13-2907 (See Exhibit 3)
2. Notice of the RFP's shall be published in the Columbus Telegram at least thirty days prior to the deadline for receiving and opening proposals. (See Exhibit 3.1a)

Definitions:

Proposal means an offer in response to a request for proposals:

- a) by a design-builder to enter into a design-build contract for a project pursuant to the Act
- b) by a construction manager to enter into a construction management at risk contract for a project pursuant to the act.

Request for Proposals (RFP) means the documentation by which the City of Columbus solicits proposals.

Resources:

- Sample Request for Proposal for Design-Builder (See Exhibit 3)
- Performance criteria prepared by the Performance Criteria Developer, Budget and Schedule Parameters and Bond & Insurance required by law or political subdivision (See Exhibit 3.1.)

F. Evaluation of Proposals for Design-Build Contracts

1. The City of Columbus shall refer the proposals for recommendation to a selection committee composed of a group of at least eight persons designated by the City of Columbus. Members of the committee shall include:
 - a. Two members of the City Council
 - b. City Administrator
 - c. The Performance Criteria Developer
 - d. City Engineer
 - e. Department head responsible for the project after it is constructed
 - f. Any person having special expertise relevant to selection of a design-builder
 - g. A resident of the City of Columbus other than individuals listed aboveA member of the selection committee designated under subdivision (f) and (g) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the political subdivision or the performance-criteria developer.
2. The selection committee and the political subdivision shall evaluate proposals taking into consideration the criteria listed in Neb. Rev. Stat. § 13-2911 (See criteria weighting list Exhibit 3.3)
3. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of 84-712.01.

Resources:

- Evaluation Criteria List (See Exhibit 3.3)

G. Negotiation Process for Design-Build Contracts

1. The RFP shall be sent only to the prequalified design-builders
2. The City of Columbus may only proceed to negotiate and enter into a design-build contract if there are at least two proposals from pre-qualified design-builders
3. Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the RFP
4. Proposals may be withdrawn at any time prior to acceptance. The City of Columbus shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Political subdivisions Policy act. The City of Columbus may thereafter solicit new proposals using the same or a different project performance criteria
5. The City of Columbus shall rank in order of preference the design-builders pursuant to the criteria in the RFP and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911
6. The City of Columbus may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the political subdivision and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor
7. If the City of Columbus is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the City of Columbus may terminate negotiations with that design-builder. The City of Columbus may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations.
8. If the City of Columbus is unable to negotiate a satisfactory design-build contract with the second highest ranked design-builder, the City of Columbus may terminate negotiations with that design-builder. The City of Columbus may then undertake negotiations with the third highest ranked design-builder, if any, and may enter into a design-build contract after negotiations.
9. If the City of Columbus is unable to negotiate a satisfactory contract with any of the ranked design-builders, the City of Columbus may either revise the RFP and solicit new proposals or cancel the design-build process under the act.

Resources:

- Evaluation Criteria List (See Exhibit 3.3)
- Process for evaluation of proposals (See Exhibit 3.2)
- Terms and conditions of the Design-Build contract (See Exhibit 3.4)
- Sample: **AIA A141- 2004, Agreement Between Owner and Design Builder**
- Sample: **ConsensusDOCS 400, 410 or 415 - Preliminary Owner/Design-Builder Agreement & General Conditions**
- Sample: **EJCDC D-510 or 520, Standard Form of Agreement Between Owner & Design/Builder for Preliminary Services**

H. Evaluation of Proposals for Construction Management at Risk Contracts

1. The City of Columbus shall refer the proposals for recommendation to a selection committee composed of a group of at least seven persons designated by the City of Columbus. Members of the committee shall include:
 - a. Two members of the City Council of the City of Columbus
 - b. City Administrator
 - c. The City of Columbus's Engineer
 - d. Department head responsible for the project after it is completed
 - e. Any person having special expertise relevant to selection of a construction manager
 - f. A resident of the City of Columbus other than individuals listed aboveA member of the selection committee designated under subdivision (e) and (f) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the political subdivision or the performance-criteria developer.
2. The selection committee and the political subdivision shall evaluate proposals taking into consideration the criteria listed in Neb. Rev. Stat. § 13-2911. (See criteria weighting list Exhibit 4.3)
3. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of 84-711.01.

Resources:

- Evaluation Criteria List (See Exhibit 4.3)
- Process for receipt and evaluation of proposals for the CM@R contact (See Exhibit 4.2)

I. Request for Proposals for Construction Management at Risk Contract

1. The Request for Proposal (RFP) shall contain at a minimum the requirements of Neb. Rev. Stat. 13 § 13-2909. (See Exhibit 4)
2. Notice of the RFP's shall be published in the Columbus Telegram at least thirty days prior to the deadline for receiving and opening proposals

Definitions:

Proposal means an offer in response to a request for proposals:

- a) by a design-builder to enter into a design-build contract for a project pursuant to the Act
- b) by a construction manager to enter into a construction management at risk contract for a project pursuant to the act.

Request for Proposals (RFP) means the documentation by which a political subdivision solicits proposals.

Resources:

Sample Request for Proposal (See Exhibit 4)

J. Negotiation Process for Construction Management at Risk Contracts

1. The City of Columbus shall evaluate and rank each proposal on the basis of best meeting the criteria in the RFP's advertisement taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911.
2. The City of Columbus shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
3. If the City of Columbus is unable to negotiate a satisfactory contract with the first highest ranked construction manager, the City of Columbus may undertake negotiations with the next highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
4. If the City of Columbus is unable to negotiate a satisfactory contract with any of the ranked construction managers, the City of Columbus may either revise the RFP and solicit new proposals or cancel the construction management at risk process under Act.

Definitions:

Qualifications-based Selection Process means a process of selecting a Construction Manager at Risk based first on the qualifications of the Construction Manager's proposed approach to the design and construction of the project.

Resources:

- Evaluation Criteria List (See Exhibit 4.3)
- Sample: **AIA A133 - 2009, Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**
- Sample: **ConsensusDOCS 500, Owner/Contractor Agreement/General Conditions (Guaranteed Maximum Price)**

K. Miscellaneous Provisions

1. A design-build contract and a construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the City of Columbus in agreement with the design-builder or construction manager to make changes in the project without invalidating the contract. Later refinements under this section shall not exceed the scope of the project statement contained in the RFP's pursuant to Neb. Rev. Stat. § 13-2907 or 13-2909.
2. Nothing in the Act shall limit or reduce statutory or regulatory requirements regarding bonding or insurance.
3. A City of Columbus shall not use a design-build or construction management at risk contract for a project in whole or in part, for road, street, highway, water, wastewater, utility, or sewer construction.

EXHIBITS

EXHIBIT	NAME
1	Selection of Performance Criteria Developer (PCD)
2	Sample Letter of Interest for Design-Builder Contract
3	Sample Request for Proposal for Design-Builder Contract
4	Sample Request for Proposal for Construction Management at Risk Contract

EXHIBIT 1

**SAMPLE REQUEST FOR PROPOSAL (RFP)
FOR SELECTION OF A
PERFORMANCE CRITERIA DEVELOPER**

EXHIBIT 1

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF A PERFORMANCE CRITERIA DEVELOPER

The City of Columbus is requesting proposals from Performance Criteria Developers (PCD's) for [name of Project]. The PCD will be providing pre-design and consulting services to City of Columbus defining certain criteria to be provided to potential Design-Builders in their development of proposals for a Design-Build contract, and in providing consulting services to City of Columbus in the interests of the Project. The requirements of service as a PCD are pursuant to Nebraska LB 889 (2008) Political Subdivision Construction Alternatives Act.

The scope of the Project is [describe the intended end product, not the PCD's services, e.g. *The City of Columbus, Nebraska intends to construct a new city hall to replace the existing facility consisting of City offices, council chambers, conference rooms, lobby, public restrooms and support spaces, etc.*]

The services to be provided by the PCD include: [select or augment services requested and add special services as required]

- o Facility program including, capacity, durability, standards, ingress/egress requirements, interior space requirements, material quality standards, description of the site, surveys, soil and environmental information concerning the site, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, and applicable governmental code requirements
- o Assist the City of Columbus in establishing design and construction schedules
- o Assist the City of Columbus in establishing a project budget
- o Assist the City of Columbus in preparation of Design-Builder Requests for Proposal
- o Assist the City of Columbus in evaluation of Design-Builder proposals
- o Assist the City of Columbus in evaluation of construction under a Design-Builder contract to determine adherence to the performance criteria
- o Additional services requested by the City of Columbus

The PCD must be a person licensed or an organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineering and Architects Regulation Act.

The PCD will be ineligible to be included as a provider of any services in a Design-Builder proposal for the project, and the PCD shall not be employed by, or have a financial or other interest in a Design-Builder who will submit a proposal.

Submittal Requirements:

PCD Firm Information:

- Firm name, address, phone, fax and email
- Name of primary point of contact
- Proof of liability insurance

PCD Experience

- Resume of individual(s) providing PCD services
 - o Role
 - o Education
 - o Professional registration
 - o Years of experience
 - o List of 5 relevant projects on which the PCD provided pre-design services similar to those requested in this RFP. Provide project scope, budget, and year completed. Provide graphics or photos if available
 - o List of 3 client references (organization, name, address, phone, fax and e-mail) who have utilized your pre-design services
- Subconsultants
 - o The PCD shall list subconsultants, if any, including their role and any previous projects with the PCD.

PCD's Approach

- Briefly describe the PCD's approach in working with (City of Columbus) to develop the performance criteria for the project

PCD Fee Structure

- Describe the firm's methodology for pricing the scope of services for this project.

Point of Contact is _____
Name

Telephone #

Address

Submit 6 (six) copies of the proposal to The Columbus City Clerk, 2424 14 Street, P. O. Box 1677, Columbus, Nebraska 68602-1677

By

(date and time)

EXHIBIT 2

SAMPLE

REQUEST FOR LETTERS OF INTEREST

FOR

PREQUALIFICATION OF DESIGN-

BUILDER

EXHIBIT 2

REQUEST FOR LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN-BUILDER

The City of Columbus is requesting Letters of Interest from prospective Design-Builders for [name of Project]. The information provided in the Letter of Interest will be used by the City of Columbus to select (prequalify) at least three prospective Design-Builders and they will be eligible to receive Requests for Proposals. If only two Design-Builders submit Letters of Interest, both will receive the Requests for Proposals. Those firms selected to receive Request for Proposals will be required to provide more detailed qualifying information per requirements of the act.

The Design-Builder ultimately selected by the City of Columbus will enter into a Design-Build contract with the City of Columbus to furnish a) architectural, engineering and related design services for the Project and b) labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to Nebraska LB 889, Political Subdivision Construction Alternatives Act.

The scope of the Project is [e.g. *The City of Columbus, Nebraska intends to construct a new-city hall to replace the existing facility consisting of City offices, council chambers, conference rooms, lobby, public restrooms and support spaces, etc... with a projected budget of \$ _____*]

Prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Letter of Interest nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

1. Design-Builder Firm Information:
 - a. Firm name, address, phone, fax and e-mail
 - b. Name of primary point of contact
 - c. Proof of bonding capacity and insurance coverage
2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the general contractor):
 - a. Firm names, addresses, phone, fax and email addresses
 - b. Name of primary point of contact
 - c. Proof of liability insurance
3. Design-Builder Team and Experience
 - a. Resume of key team members (Project Manager, Project Superintendent, Design Architect or Engineer)
 - i. Name and title
 - ii. Role in the project
 - iii. Education
 - iv. Professional registration
 - v. Years of experience

b. List of three relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this RFP. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of the three projects (organization, contact name, address, phone, fax and email).

i. If the Design-Builder subcontracts for design or construction services, list three relevant projects of the designer or contractor and information requested in paragraph above.

4. Design Builder's Approach

a. Briefly describe the Design-Builder's approach in working with the City of Columbus to design and build the proposed project.

5. Point of Contact is:

Name

Telephone Number

Address

Submit 6 (Six) copies of the Letter of Interest to Columbus City Clerk, 2424 14th Street, P. O. Box 1677, Columbus, NE 68602-1677

by _____
date and time

Signed for [City of Columbus]

EXHIBIT 2.1

ADVERTISEMENT FOR LETTERS OF INTEREST

CITY OF COLUMBUS
2424 - 14TH STREET (City Hall)
P. O. Box 1677
Columbus, Nebraska 68602-1677

Letters of interest from design-build teams/firms for the construction of _____ will be received by the City of Columbus, Nebraska at the Office of the City Clerk until 5:00 o'clock p.m., _____, 20____, and then reviewed by the Selection Committee.

The Details of the Project may be examined at the following location:

Office of the City Engineer
2424 14th Street
City Hall
PO Box 1677
Columbus, Nebraska 68602-1677

Copies of the project details may be obtained from the office of the City Engineer, City of Columbus, P. O. Box 1677, 2424 14th Street, Columbus, NE 68602-1677, 402-562-4235.

_____,
Date _____, Mayor _____
City of Columbus, Nebraska

Publish:

Two Affidavits of Publication

EXHIBIT 2.2

PROCEDURE FOR PREQUALIFYING DESIGN BUILDERS AND CONSTRUCTION MANAGERS

The Selection Committee for the city to prequalify design-builders and construction managers will consist of the following;

1. City Administrator
2. City Engineer
3. Performance Criteria Developer (for Design-Build)
4. Department head responsible for the project after it is constructed
5. Two members of the City Council
6. Any person with special expertise relevant to selection of a design-builder or construction manager.
7. Resident of the City of Columbus other than individuals listed above

The Selection Committee will prequalify the design-builder or construction manager based upon the attached evaluation sheet, if more than five (5) valid Letters of Interest are received.

EXHIBIT 2.2A

PREQUALIFICATION EVALUATION SHEET

1) _____
Project _____ *Design-Build Firm/Construction Manager*

2) _____
Address

Score each Design-Build firm or Construction Manager in the six categories listed below. Score each category from 1 (lowest) to 10 (highest).

Each category is weighted equally.

Item	Criterion	Score
1	Completeness of submittal	
2	The ability of the proposed personnel of the design-builder/ construction manager to perform	
3	The character, integrity, reputation, judgment, experience and efficiency of the design builder/construction manager	
4	The quality of performance on previous projects	
5	Experience of design-builder/construction manager	
6	Approach of design-builder/construction manager to working with city to complete the project	

Total Score _____

Scorer's Name

EXHIBIT 3

**SAMPLE
REQUEST FOR PROPOSALS
FOR
DESIGN-BUILD PROJECT USING POLITICAL
SUBDIVISIONS CONSTRUCTION ALTERNATIVES
ACT PROCESS**

EXHIBIT 3

REQUEST for PROPOSALS for DESIGN-BUILD PROJECT USING THE CITY OF COLUMBUS CONSTRUCTION ALTERNATIVES ACT PROCESS

The City of Columbus is requesting Request for Proposals from prequalified Design-Builders for [name of Project]. The information provided in the Proposal will be used by the City of Columbus to select the Design-Builder utilizing criteria issued in the act and defined herein. The City of Columbus has already prequalified ? firms. Proposals from other prospective Design-Builders will not be accepted.

The Design-Builder selected by the City of Columbus will enter into a Design-Build Contract with the City of Columbus to furnish a) architectural, engineering and related design services for the Project and b) labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to the act.

The scope of the Project is [e.g. The City of Columbus, Nebraska intends to construct a new-city hall to replace the existing facility consisting of City offices, council chambers, conference rooms, lobby, public restrooms, and support spaces, etc..]

Location of supporting documents to this RFP are listed below:

- The performance criteria prepared by the Performance Criteria Developer, budget and schedule parameters and bond and insurance required by law or the City of Columbus are found in Exhibit 3.1
- The process for evaluation of proposals for the design-build contract are found in Exhibit 3.2
The criteria for evaluation of proposals and the relative weights of each criterion are found in Exhibit 3.3
- The terms and conditions of the design-build contract are found in Exhibit 3.4
- Policies adopted by the City of Columbus relevant to the project and those promulgated by LB889 are found in Exhibit 3.5

Prequalified prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Proposal nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements

1. **Cover Letter**
2. **Table of Contents**
3. **Financial Resources of the Design-Builder to Complete the Project** (Percentage of Total Points Available - 10%)
 - a. Surety - provide certification from surety that Design-Builder's bonding capacity is adequate to construct the proposed project
 - b. Insurance - provide certificates from your insurance carrier(s) for required coverage for both design and construction services
4. **Ability of the Proposed Personnel of the Design-Builder to Perform** (Percentage of Total Points Available - 30%)
 - a. For both the design and construction components of the Design-Builder team, provide an **organization** chart identifying the lead individual in each role classification. These include, but are not limited to, the following services (if applicable) for the project:
 - i. Design-Builder Principal
 - ii. Project Superintendent
 - iii. Project Foreman
 - iv. Project Architect
 - v. Design Architect
 - vi. Structural Engineer
 - vii. Mechanical Engineer
 - viii. Civil/Site Engineer
 - b. List any **specialty subconsultants** required for the project.
 - c. For each individual listed above, provide the following resume information:
 - i. Name and role in the project
 - ii. Relationship to Design-Builder (employee, subconsultant, subcontractor, etc.)
 - iii. Company
 - iv. Contact information (address, phone)
 - v. Professional registrations/certifications
 - vi. Years with current firm and with other firms
 - vii. List of five (5) relevant or similar projects including:
 1. Project name and brief scope of services provided
 2. Year completed
 3. Reference (name, title, phone and email address)
5. **Character, Integrity, Reputation, Judgment, Experience, and Efficiency of the DesignBuilder** (Percentage of Total Points Available - 30%)
 - a. Design-Builder shall list a reference in the following categories (provide name, company, address, phone, and relationship to the reference):
 - i. Financial (bank or surety)
 - ii. Project of similar scope (contractual point of contact for City of Columbus)
 - iii. Facility user of project of similar scope (such as school principal, department manager or facility manager)

6. Quality of Performance on Previous Projects (Percentage of Total Points Available - 30%)

The Design-Builder shall list five (5) completed projects of similar scope or budget and provide the following information for each:

- i. Project name - brief description of relevance to the project of this RFP
- ii. Address
- iii. Owner, contact name, title, address and phone
- iv. Design Professional - firm name, contact name, address and phone
- v. Type of project delivery (design-build, CM@Risk, design-bid-build)
- vi. Project performance
 1. Budget
 2. Schedule (days/months)
 3. List three specific problems and how they were resolved
 4. Claims made by owner regarding budgets, schedule or performance

7. Ability of the Design-Builder to Perform Within the Time Specified (Percentage of Total Points Available - 30%)

- a. Provide detailed information on the five (5) listed projects above with respect to:
 - i. Design schedule - proposed and actual (number of calendar days total for programming, preliminary design and final design)
 - ii. Construction schedule - proposed and actual
 1. Date of Substantial Completion
 2. Date of Final Completion
 3. Post-construction warranty work required
 4. Was the client inconvenienced by the delivery dates of any of the services provided by the Design-Builder?

8. Design-Builder's Approach to Design and Construction of the Project

Provide a written approach on how the design and construction team will take the information provided by the **City of Columbus and performance criteria developer** and develop final design, construction documents, budget control, schedule, and construction processes. The approach may contain graphic materials illustrating the proposed approach to design and construction, but shall not include price proposals.

9. Previous and Existing Compliance of the Design-Builder Relating to the Contract (Percentage of Total Points Available - 10%)

- a. Has the Design-Builder, or any proposed member of the design-build team been cited for failure to comply with local, state or federal law of any nature in the last five (5) years? ___Yes ___No
 - i. If yes, explain in detail
- b. Are there any civil or criminal actions pending against the Design-Builder or any proposed member of the design-build team? ___Yes ___No
 - i. If yes, explain in detail

10. Such Other Information as May be Secured Having a Bearing on the Selection (Percentage of Total Points Available - 20%)

- a. Subcontractors: List the work on this project you expect to subcontract
- b. Current capacity: provide a list of your firm's and your subconsultant's current contracted projects and the scope of those projects.

Design-Builder's Agreement to the Following Conditions

Design-Builder's submittal of a proposal implies agreement to the following conditions:

1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services.
2. At the time of the design-build offering, the Design-Builder will furnish to the **City of Columbus** a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project.
3. The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the **governing body of the City of Columbus**.
4. A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will:
 - a. Comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering; and
 - b. Submit proof of sufficient professional liability insurance.
5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act.
6. Other information which the City of Columbus chooses to require.

3.1: Performance Criteria prepared by the Performance Criteria Developer, Budget and Schedule parameters and Bond and Insurance required by law or the City of Columbus

List here in summary form, yet with enough detail for Design-Builder to properly respond to the questions of the RFP, the Project objectives, Performance Criteria Developer's program statement, performance criteria, site information, and such graphic plans (site and building) as may have been prepared by the Performance Criteria Developer.

List the budget parameters established by City of Columbus and the Performance Criteria Developer.

The City of Columbus shall list bonds and insurance requirements of the Design-Builder.

EXHIBIT 3.1a

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

CITY OF COLUMBUS
2424 - 14TH STREET (City Hall)
P. O, Box 1677
Columbus, Nebraska 68602-1677

Proposals from Design-Builder Teams/Firms for the construction of _____ will be received by the City of Columbus, Nebraska at the Office of the City Clerk until 5:00 o'clock p.m., _____, 20____, and then reviewed by the Selection Committee.

The Details of the Project may be examined at the following location:

Office of the City Engineer
2424 14th Street
City Hall
P. O. Box 1677
Columbus, Nebraska 68602-1677

Copies of the proposal details may be obtained from the office of the City Engineer, City of Columbus, P. O. Box 1677, 2424 14th Street, Columbus, NE 68602-1677, 402-562-4235.

_____,
Date _____, Mayor City of Columbus, Nebraska

Publish

Two Affidavits of Publication

3.2: Process for Evaluation of Proposals for the Design-Build Contract

The City of Columbus shall evaluate proposals for a design-build contract in accordance with the following:

1. The request for proposal is being sent only to the prequalified design-builders selected as part of the prior prequalification process
2. Design-builders shall submit proposals as required by the Request for Proposals. The City of Columbus may only proceed to negotiate and enter into a design-build contract if there are at least two proposals from prequalified design-builders.
3. Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.
4. Proposals may be withdrawn at any time prior to acceptance. The City of Columbus shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Act. The City of Columbus may thereafter solicit new proposals using the same or different project performance criteria.
5. In evaluating proposals in accordance with criteria in Exhibit 3.3 of the request for proposals, the City of Columbus shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least eight persons designated by the City of Columbus. Members of the selection committee shall include:
 - a. Two members of the City Council
 - b. City Administrator
 - c. The Performance Criteria Developer
 - d. City Engineer
 - e. Department head responsible for the project after it is constructed
 - f. Any person having special expertise relevant to selection of a design-builder
 - g. A resident of the City of Columbus other than individuals listed above

A member of the selection committee designated under subdivision (f) and (g) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the political subdivision or the performance-criteria developer.

6. The City of Columbus shall rank in order of preference the design-builders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911.
7. The City of Columbus may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the Selection Committee and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor. If the City of Columbus is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the City of Columbus' may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations. If the City of Columbus is unable to negotiate a satisfactory contract with the second highest ranked design-builder, the City of Columbus may undertake negotiations with the third highest ranked design-builder, if any, and may enter into a design-build contract after negotiations.
8. If the City of Columbus is unable to negotiate a satisfactory contract with any of the ranked design-builders, the City of Columbus, may either revise the request for proposals and solicit new proposals or cancel the design-build process under the act.

3.3: Criteria for Evaluation of Proposals and the Relative Weights of each Criterion and Other Criteria Required by the City of Columbus

The selection committee shall evaluate proposals taking into consideration the criteria enumerated below with the maximum percentage of total points for evaluation which may be assigned to each criterion.

Item	Criterion	Weight (points)
1	The financial resources of the design-builder to complete the project	10
2	The ability of the proposed personnel of the design-builder to perform	30
3	The character, integrity, reputation, judgment, experience and efficiency of the design-builder	30
4	The quality of performance on previous projects	30
5	The ability of the design-builder to perform within the time specified	30
6	The previous and existing compliance of the design-build with laws relating to the contract	10
7	Such other information as may be secured having a bearing on the selection	20

(See Exhibit 3.3a Score Sheet)

Exhibit 3.3A

REQUEST FOR PROPOSALS EVALUATION SHEET

1) _____
Project
Design-Build Firm

2) _____
Address

Score each firm in the seven categories listed below. Score each category from 1 (lowest) to 10 (highest).

Each category is weighted.

Item	Criterion	Weight (points)	Score	Weight X Score
1	The financial resources of the design-builder to complete the project	10		
2	The ability of the proposed personnel of the design-builder to perform	30		
3	The character, integrity, reputation, judgment, experience and efficiency of the design builder	30		
4	The quality of performance on previous projects	30		
5	The ability of the or design-builder to perform within the time specified.	30		
6	The previous and existing compliance of the design-builder with laws relating to the contract	10		
7	Such other information as may be secured having a bearing on the selection	20		

Total Score _____

 Scorer's Name

3.4: Terms and Conditions of the Design-Build Contract

Identify the document here the proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska.

A draft copy of AIA documents may be obtained from:

American Institute of Architects – Nebraska, P. O. Box 8045
Lincoln, Nebraska 68501, 402-472-1476, <http://www.aiane.org/>

A draft copy of ConsensusDOCS documents may be obtained from:

Associated General Contractors-Nebraska Building Chapter
1327 H Street #202, Lincoln, Nebraska 68508, 402-438-0400, <http://www.agcnebuilders.com>

A draft copy of EJCDC documents may be obtained from:

American Council of Engineering Companies-Nebraska 301 South 13th Street, #101,
Lincoln, Nebraska 68508, 402-476-2572, <http://www.acecnebraska.org>

3.5: Procedure for Evaluation of Construction, Under A Design-Build Contract by the Performance Criteria Developer to Determine Adherence to the Performance Criteria

The Performance Criteria Developer (PCD) will develop as part of the request for proposals performance or product criteria that will be used to evaluate the construction under a design-build contact.

The PCD may refer to standard specifications i.e. Nebraska Department of Roads, AWWA, Uniform Plumbing Code or other specifications depending upon the project.

To ensure adherence to the performance criteria the PCD will conduct site visits at critical times to measure, observe, or count the material being placed in the project. Project labels will be checked against performance criteria. Also shop drawings will be required for adherence to the performance criteria.

Concrete and soil testing will be conducted by a Nebraska Department of Roads Certified Inspector and laboratory.

3.6 Procedures for Filing and Acting on Formal Projects Relating to the Solicitation or Execution of Design-Build or Construction Management at Risk Contracts

Disputes relating to the execution of solicitation of design-builder or construction management at risk contracts will be submitted to the City Administrator in writing. The City Administrator will, within ten (10) working days, meet with the protesting individuals or firms and attempt to resolve the issue. Within ten (10) working days, after the meeting the City Administrator will issue a decision.

If the protesting parties are not satisfied with the decision, they can, in writing, ask for a hearing before the Public Property, Safety and Works Committee of the City Council. This meeting will be scheduled within sixty (60) days of the written protest. The Public Property, Safety and Works Committee will hear the protest and issue a recommendation on the protest within thirty (30) days of the hearing. The City Council shall then vote on the Public Property Safety and Works Committee recommendation at the next scheduled Council meeting.

If the protesting parties are not satisfied with the City Council's decision they can file legal action in the County or District Court.

3.7: Policies Adopted by the City of Columbus Relevant to the Project and Those Promulgated by the Act

1. Procedures for selecting and hiring a Performance-Criteria Developer
2. Procedures for the preparation and content of requests for proposals
3. Procedures and standards to be used to prequalify design-builders and construction managers
4. Procedures for preparing and submitting proposals
5. Procedures for evaluating proposals in accordance with Neb. Rev. Stat. § 13-2908 to 13-2910
6. Procedures for negotiations between the City of Columbus and the design-builders or construction managers submitting proposals prior to the acceptance of a proposal
7. Procedures for filing and acting on formal protests relating to the solicitation or execution of design-build contracts or construction manager at risk contracts; and
8. Procedures for evaluation of construction under a design-build contract by the performance-criteria developer to determine adherence to the performance criteria

EXHIBIT 4

**SAMPLE
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AT
RISK PROJECT
USING THE CITY OF COLUMBUS'
CONSTRUCTION ALTERNATIVES ACT
PROCESS**

EXHIBIT 4

SAMPLE REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT AT RISK PROJECT USING THE CITY OF COLUMBUSS CONSTRUCTION ALTERNATIVES ACT PROCESS

The City of Columbus is requesting Request for Proposals from Construction Managers at Risk for [name of Project] The information provided in the Proposal will be used by the City of Columbus to select the Construction Manager at Risk utilizing criteria issued in the act and defined herein.

The Construction Manager at Risk selected by the City of Columbus will enter into a Construction Management at Risk contract with the City of Columbus to furnish a) consultation with [City of Columbus] architect or engineer related to construction cost, construction scheduling and phasing and best value practices and b) labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to the act.

The scope of the Project is [e.g. *The City of Columbus, Nebraska intends to construct a new city hall to replace the existing facility consisting of City offices, council chambers, conference rooms, lobby, public restrooms and support spaces, etc.*]

Location of supporting documents to this RFP are listed below:

- The full project scope, budget and schedule parameters and bond and insurance required by law or the City of Columbus are found in Exhibit 4.1
- The process for evaluation of proposals for the Construction Management at Risk contract is found in Exhibit 4.2
- The criteria for evaluation of proposals and the relative weights of each criterion are found in Exhibit 4.3
- The terms and conditions of the Construction Management at Risk contract are found in Exhibit 4.4
- Policies adopted by the City of Columbus relevant to the project and those promulgated by LB889 are found in Exhibit 4.5

Prospective Construction Managers at Risk shall respond to all items in this questionnaire. Failure to do so will deem the Proposal nonresponsive at the discretion of the City of Columbus.

Submittal Requirements

1. **Cover Letter**
2. **Table of Contents**
3. **Financial Resources of the Construction Manager at Risk to Complete the Project** (Percentage of Total Points Available - 10%)
 - a. Surety - provide certification from surety that Construction Manager at Risk's bonding capacity is adequate to construct the proposed project
 - b. Insurance - provide certificates from your insurance carrier(s) for required coverage for construction services
4. **Ability of the Proposed Personnel of the Construction Manager at Risk to Perform** (Percentage of Total Points Available - 30%)
 - a. Provide an **organization** chart identifying the lead individual in each role classification. These include, but are not limited to, the following services (if applicable) for the project:
 - i. Construction Manager at Risk Principal
 - ii. Project Superintendent
 - iii. Project Foreman
 - b. List any **specialty subconsultants** required for the project.
 - c. For each individual listed above, provide the following resume information:
 - i. Name and role in the project
 - ii. Relationship to Construction Manager at Risk (employee, subconsultant, subcontractor, etc.)
 - iii. Company
 - iv. Contact information (address, phone)
 - v. Professional registrations/certifications
 - vi. Years with current firm and with other firms
 - vii. List of five (5) relevant or similar projects including:
 1. Project name and brief scope of services provided
 2. Year completed
 3. Reference (name, title, phone and email address)
5. **Character, Integrity, Reputation, Judgment, Experience, and Efficiency of the Construction Manager at Risk** (Percentage of Total Points Available - 30%)

Construction Manager at Risk shall list a reference in the following categories (provide name, company, address, phone and relationship to the reference):

 - i. Financial (bank or surety)
 - ii. Project of similar scope (contractual point of contact for City of Columbus)
 - iii. Facility user of project of similar scope (such as school principal, department manager or facility manager)
6. **Quality of Performance on Previous Projects** (Percentage of Total Points Available - 30%)
 - a. Construction Manager at Risk shall list five (5) completed projects of similar scope or budget and provide the following information for each:
 - i. Project name - brief description of relevance to the project of this RFP
 - ii. Address of project
 - iii. Owner, contract name, title, address, and phone

- iv. Design Professional -firm name, contact name, address, and phone
- v. Type of project delivery (CM@Risk, design-build, design-bid-build)
- vi. Project performance
 - 1. Budget
 - 2. Schedule (days/months)
 - 3. List 3 specific problems and how they were resolved
 - 4. Claims made by owner regarding budgets, schedule or performance

7. Ability of the Construction Manager at Risk to Perform Within the Time Specified
(Percentage of Total Points Available - 30%)

- a. Provide detailed information on the five (5) listed projects above with respect to:
 - i. Design schedule - in working with the design professional, the proposed and actual (number of calendar days total for programming, preliminary design and final design)
 - ii. Construction schedule- proposed and actual
 - 1. Date of Substantial Completion
 - 2. Date of Final Completion
 - 3. Post-construction warranty work required
 - 4. Was the client inconvenienced by the delivery dates of any of the services provided by the Construction Manager at Risk?

8. Previous and Existing Compliance of the Construction Manager at Risk with Laws Relating to the Contract (Percentage of Total Points Available - 10%)

- a. Has the Construction Manager at Risk's team been cited for failure to comply with local, state, or federal law of any nature in the last five (5) years?
 Yes No
 - i. If yes, explain in detail
- b. Are there any civil or criminal actions pending against the Construction Manager at Risk or any proposed member of the team? Yes No
 - i. If yes, explain in detail

9. Such Other Information as May be Secured Having a Bearing on the Selection
(Percentage of Total Points Available - 20%)

- a. Subcontractors: List the work on this project you expect to subcontract
- b. Current capacity: provide a list of your firm's and your subconsultant's current contracted projects and the scope of those projects.

10. Other Requirements

- a. Submit six (6) proposals
- b. Submit proposals to Columbus City Clerk, 2424 14th Street, P. O. Box 1677, Columbus, NE 68602-1677

by 5:00 p.m. _____, 2011

Month, Day, Year

- c. Point of Contact is _____
Name

Telephone Number

Address

4.1: Project Scope, Budget and Schedule parameters and Bond and Insurance required by law or the City of Columbus

List here in summary form, yet with enough detail for Construction Manager at Risk to properly respond to the questions of the RFP, the Project objectives, the facility program statement, performance criteria, site information, and such graphic plans (site and building) as may have been prepared by the design professional.

List the budget parameters established by the City of Columbus.

The City of Columbus shall list bonds and insurance requirements of the Construction Manager at Risk.

4.2: Process for Receipt and Evaluation of Proposals for the Construction Management at Risk Contract

The **City of Columbus** shall receive and evaluate proposals for a construction management at risk contract in accordance with the following:

1. Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.
2. Proposals may be withdrawn at any time prior to acceptance. The City of Columbus shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Act. The City of Columbus may thereafter solicit new proposals using the same or different project performance criteria.
3. In evaluating proposals in accordance with criteria in Exhibit 4.3 of the request for proposals, the City of Columbus shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least seven persons designated by the City of Columbus. Members of the selection committee shall include:
 - a. Two members of the City Council of the City of Columbus
 - b. City Administrator
 - c. The City of Columbus Engineer
 - d. Department head responsible for the project after it is completed
 - e. Any person having special expertise relevant to selection of a construction manager
 - f. A resident of the City of Columbus other than individuals listed aboveA member of the selection committee designated under subdivision (e) and (f) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the political subdivision or the performance-criteria developer.
4. The City of Columbus shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat § 13-2911.
5. The City of Columbus shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor. If the City of Columbus is unable to negotiate a satisfactory contract with the highest ranked construction manager, the City of Columbus may terminate negotiations with that construction manager. The City of Columbus may then undertake negotiations with the second highest rated construction manager and may enter into a construction management at risk contract after negotiations. If the City of Columbus is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the City of Columbus may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
6. If the City of Columbus is unable to negotiate a satisfactory contract with any of the ranked construction managers, the City of Columbus may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.

4.3: Criteria for Evaluation of Proposals and the Relative Weights of each Criterion and Other Criteria Required by the City of Columbus

The selection committee and the City of Columbus shall evaluate proposals taking into consideration the criteria enumerated below with the maximum percentage of total points for evaluation which may be assigned to each criterion. **[The following criteria shall be evaluated, when applicable.]**

Item	Criterion	Weight (points)
1	The financial resources of the construction manager to complete the project	10
2	The ability of the proposed personnel of the construction manager to perform	30
3	The character, integrity, reputation, judgment, experience and efficiency of the construction manager at risk.	30
4	The quality of performance on previous projects	30
5	The ability of the or construction manager to perform within the time specified	30
6	The previous and existing compliance of the construction manager at risk with laws relating to the contract	10
7	Such other information as may be secured having a bearing on the selection	20

Score Sheet – Exhibit 4.3A

EXHIBIT 4.3A

REQUEST FOR PROPOSALS EVALUATION FORM

1) _____
Project *Construction Manager at Risk*

2) _____
Address

3) _____
Phone *Contact*

Rate each firm/individual in the criteria listed below. Rate each criteria from 1 (lowest) to 10 (highest).

Each criterion is weighted.

Item	Criterion	Weight (points)	Score	Weight X Score
1	The financial resources of the construction manager to complete the project	10		
2	The ability of the proposed personnel of the construction manager to perform	30		
3	The character, integrity, reputation, judgment, experience and efficiency of the construction manager at risk	30		
4	The quality of performance on previous projects	30		
5	The ability of the construction manager to perform within the time specified	30		
6	The previous and existing compliance of the construction manager at risk with laws relating to the contract	10		
7	Such other information as may be secured having a bearing on the selection	20		

Total Score _____

Scorer's Name

4.4: Terms and Conditions of the Construction Management at Risk Contract

Identify the document here the proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. Complete all terms such exclusive project cost.

A draft copy of AIA documents may be obtained from:

American Institute of Architects - Nebraska
P. O. Box 8045
Lincoln, Nebraska 68501, 402-472-1476, <http://www.aiane.org/>

A draft copy of ConsensusDOCS documents may be obtained from:

Associated General Contractors-Nebraska Building
Chapter 1327 H Street #202
Lincoln, Nebraska 68508, 402-438-0400, <http://www.agcnebuilders.com>

A draft copy of EJCDC documents may be obtained from:

American Council of Engineering Companies-
Nebraska, 301 South 13 Street #101
Lincoln, Nebraska 68508, 402-476-2572, <http://www.acecnebraska.org>

4.5: Policies Adopted by the City of Columbus Relevant to the Project and Those Promulgated by the Act

1. Procedures for the preparation and content of requests for proposals
2. Procedures for preparing and submitting proposals
3. Procedures for evaluating proposals in accordance with Neb. Rev. Stat. § 13-2908 to 13-2910
4. Procedures for negotiations between the City of Columbus and the construction manager at risk submitting proposals prior to the acceptance of a proposal
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts; and design-build contracts. (See Exhibit 3.6)

#10

That the following claims for October 2014 are hereby approved and should be paid as provided by law out of the respective funds in the city treasury:" (Abbreviation for claims: ex expenses, rt retirement, re reimbursements, sa salaries, se service, su supplies, tr transfers, tx tax, co capital outlay)

Cabela's su 179.99

That the following claims for October 2014 are hereby approved and should be paid as provided by law out of the respective funds in the city treasury:" (Abbreviation for claims: ex expenses, rt retirement, re reimbursements, sa salaries, se service, su supplies, tr transfers, tx tax, co capital outlay)

Hillside Ventures se 2420.00

“That the following claims for October 2014, are here by approved and should be paid as provided by law out of the respective funds in the city treasury.” (Abbreviation for claims: ex expenses, rt retirement, re reimbursements, sa salaries, se service, su supplies, tr transfers, tx tax, aw awards, ct contract, bd bond, in insurance, ut utilities)

21st Century Equipment eq 1846.25, 127.50; A-1 Sports & Repair su 53.00; Accelerated Receivables se 5.63; Ahrens Ahrens, Joel aw 16.50; Aiwohi, James aw 165.00; Alexander, Larry aw 210.97; All Data se 1500.00; All Star Pro Golf su 116.99; Altec Industries, Inc eq 148.50; American Environmental Consult se 650.00; Andreas, Ashley aw 46.50; Andreas, Klint aw 327.42; Atco International eq 174.00; Barker Cleaners se 30.00; Beck, Jenna aw 55.80; Beier, Mark aw 40.00; Beier, Michelle aw 93.00; Birner, Tom aw 135.48; Bjerke, Matt aw 49.50; Blauret, Arnold aw 236.45; Blundell, Jeremi aw 16.50; Bomgaars eq 19.28, 25.94, 1043.95, 117.62, 83.97; Bondegard, Brandon aw 88.00; Bown, LaVerne aw 49.50; Bragg, Jenny aw 55.80; Brestel, Gerald rt 570.28; Burch, Dave aw 119.90; Burnett, Rob aw 155.48; Busted Knuckle Garage se 303.76; Butts, Greg aw 125.48; Campbell, Rob aw 105.48; Cardmember se 64.28, 9.32, 1475.58; Carlile, Matthew re 149.07; Carpenter, Justin se 155.48; Caselle ct 1080.33; Cashwa su 117.55; Centurylink se 96.89; Charter Communications se 62.99; Cheyenne Co Chamber se 1666.67; Cheyenne Co Community Center ct 10000.00; Cheyenne Co Emergency Comm Cnt ct 22003.09; Chief su 240.49; City of Sidney ex 597.07, 202.40, 1350.00, 1000.00, 365.52, 1179.46, 23179.11, 40.00, 12.15 bd 19750.00, 4331.74; rt 103.00; sa in 17258.56, 17509.35, 7223.99, 7107.39, 12385.43, 10895.57, 26045.49, 97417.99, 1529.24, 46.13, 981.37, 7807.05, 46.14, 13129.34, 23.07, 10443.79, 19187.80, 103.81, 674567.18, 138.40, 639.68, 816.59, 861.61, 1435.39, 4935.13, 12143.42, 10603.60, 25478.28, 92548.25 ut 1030.97, 10615.49, 101.87, 10840.89, 593.49, 160.53, 75.56, 401.47, 4858.15, 1837.31; Clark, Aaron aw 75.90; Clothes Hamper se 84.00; Conrad, Anthony aw 44.00; Contractor Materials su 159.99, 108.09; Country Printer se 60.00, 99.00; Cowan, Scott aw 119.90; Coyote Caller se 16.00; Cranmore Pest/Fire se 85.00, 190.00; Croell su 308.14; Danko se 1113.22; Day & Night se 506.11; Dellinger, Cal aw 170.97; Demasters, Dirk aw 170.97; Design Solutions se 6995.07; Dickinson, Jay aw 301.94; Domstead, Ken aw 70.00; Doyle Sean aw 75.48; DP Electronics su 75.24, 567.92, 64.99; Dutton Lainson se 2174.94; E&S Auto su 1029.20, 43.09, 368.56, 129.16, 848.79; Eagle Communications se 50.00; Eakes su 853.85; Easy Picker eq 2360.00, 97.32; Elliott Equipment eq 1127.13; Endurance Flag su 20.00; Engineering Unlimited su 193.96; Enviro Service se 381.00; Ernest, Suzy aw 25.00; Faessler, Terri aw 50.00; Falcon Laboratories, Inc eq 431.38; Finneys su 73.23, 161.26, 288.00, 109.30, 212.13, 443.11, 224.37; Fisher, Coy aw 44.00; Flohrs, Tim aw 110.00; Floyd's Truck su 2255.73; Foos, Mark aw 80.00; Foremost Promotions su 1978.03; Foster Lumber su 20.28, 47.96; Francone, Phil aw 327.42; Fremont Nat'l Bank ct 13014.17; Frenchman Valley se 6655.55, 377.05, 213.26, 1535.49, 1640.67, 2144.26, 347.30, 9909.63, 180.26; Frerichs, Trevor aw 30.00; Friends of Sidney Public Library eq 100.00; Fyrtek su 752.50, 145.31; Galls su 109.86; Gaston, Wendall aw 60.00; GLEC se 154.36; Gordon's Body Shop se 148.75; Grainger su 403.25; Gusman, Ryan aw 40.00; Haas, Kati aw 50.00; Hach su 94.79; Hajek, Brant aw 210.97; Hamby Young eq 1427.60; Hamilton se 99.90, 49.95, 394.70; Harmon, James su 49.50; Harshbarger, Karla aw 100.00; Haskell, Carrie aw 100.00; Heaton, Pat aw 89.10; Heckenlively, Sarah aw 102.00; Holechek, Jane aw 46.50; Holechek, Jim aw 30.00; Hometown Leasing se 978.32; Horizon West su 2.10; Houser, Jodene re 81.76; Huber & Asso se 81.00; Huck, Brandon aw 135.48; Huck, Kyle aw 210.97; Humphreys, Luke, aw 100.00; Hurt, Andy aw 135.48; : Hurt, John aw 236.45; Ideal Linen su 233.40, 51.15, 22.58, 519.82, 64.14; Ingmire, Nick aw 165.00; Inland Truck su 350.30; Interstate Batteries su 114.91; Jennings, Linson aw 44.00; Jirdon su 4218.26; Johnson Service Co se 4800.00; Johnson, Kris re 140.00; Jones, Jonathan aw 115.48; Jung, Jeff aw 210.97; Jurecki Sue aw 75.00; Karnik, Ben aw 177.10; Kevin's Electric su 196.00, 48.38, 62.00, 20.43; Kimball Midwest su 37.31; Knapp Electric su 2169.61; Kriz Davis su 362.74, 2324.61; KSID se 100.00; Kucera, David aw 20.00; Kuhns, Rick aw 50.00; LL Johnson su 2527.66; Laws, Ty aw 100.00; League of NE se 317.00; Leal, Ron se 450.00; Leininger, Mike aw 60.00; Luptak, Kenan aw 20.00; Maddox Motors su 7.40; Malzahn, Sarah aw 62.20; Mason, Mike aw 80.00; Matthes, Joan se 625.00; McGown, Megan tt 170.24; Midwest Labs su 146.50; Milestone su 98.36; Miller Office su 25.76, 65.54, 24.98, 8.59, 621.62, 39.08; Miller, Dixie aw 113.35; Miller, Tim aw 180.97; Miller, Tracy aw 62.20; Monacy, Jeff aw 136.00; Morrison, Judy aw 136.00; MEAN ut

492819.74; Municipal Supply su 45787.21; Namuth, Mike aw 125.48; Napa su 14.92; NDEQ se 2565.00; NE Dept of Revenue tx 67217.85; NE Dept of Roads ct 222381.22; NE Environmental su 2115.70, 55.59; NMPP su 1136.58; NE Public Health Environmental Lab se 197.00; NE Salt & Grain su 26995.64; NE Secretary of State se 30.00; NT&T se 196.79, 113.02, 52.07, 126.61, 316.20, 1521.62; Neland Tire su 335.23; Nesbitt, Jay aw 20.00; Nienhueser, Keith aw 30.00; Nienhueser, Mark aw 85.48; Nienhuser, Scott aw 50.00; NMC eq 1256.65, 285.09, 265.37' Northwest Pipe eq 74.61, 39524.09, 12329.10; NPZA du 100.00; O'Connell, Mike aw 206.45; O'Connell, Nancy aw 34.00; O'Connell, Peggy aw 113.35; O'Connell, Tim aw 75.48; O'Connell, Tom aw 180.97; Olsen, Eleanor se 275.00; Olsson Associates se 5321.10, 10318.41; One Call se 63.87, 63.88; Palmer, Mike re 60.05; Payment Tech Fees se 30.03, 30.16; Peckham, Dave aw 105.48; Peckham, Shelly aw 25.00; Pepsi su 107.30; Peralta, Padro aw 75.90; Person, Gary aw 60.00; Phillip, Colin aw 49.50; Phillips, Kim re 20.00; Pile, Julie aw 93.00; Pile, Tom aw 40.00; Pittam Body Shop se 218.00; Points West in 44358.00, 18329.00, 22863.00, 28252.00, 29665.00, 33227.00, 77987.00; Prairie States se 332.50; Primm, Paul aw 50.00; Quality Inn & Suites se 203.97; Raddatz, Mary Ann aw 156.54; Railroad Management ct 562.75, 146.16; RWMC ct 5948.66; Respond First Aid su 20.56, 52.82; Ritec Industrial su 523.00; Roberts, Janis aw 99.40; Robinson, Julie aw 46.50; Robinson, Lary aw 33.00; Robinson, Rob aw 60.00; Rood's se 228.95, 1636.62, 106.28, 143.40, 50.20; Ross, Mindy aw 75.00; Russell Industries su 4376.15; Schilz, Rob aw 177.10; Scotties Potties se 630.00; Scranton, Steve aw 301.94; Segelke, Carla se 1050.00; Sherwin-Williams su 114.80; SRMC se 203.72; Sidney Soft Water se 5.00, 29.95, 53.70; Sidney Sun Telegraph se 1063.60, 198.00; Sidney Volunteer Fire Dept re 245.99; Smith, Derald aw 30.00; Smith, Jeff aw 70.00; Smith, Roni aw 102.00; Sonntag, Goodwin & Leef se 5100.50; Source Gas se 36.00, 471.68, 25.38, 50.73, 72.70, 61.42, 440.37; South Platte NRD se 86.40; Southwestern Equipment eq 607.02; Spangler, Kenny aw 242.00; Spic & Span Cleaners se 1570.00; Splish Splash se 16.00, 92.40; Stark, Ray aw 50.00; Steele, Jeff aw 40.00; Steffens Home Interiors su 594.99; Steffens, Doug aw 85.48; Steffens, Ryan aw 110.00; Sterling Monument su 400.00; Sterling, Anne aw 136.00; Stewart, Jim aw 89.10; Stewart, Jolynn aw 116.25; Stitt, Trina aw 116.25; Stone, Eloise rt 400.00; Surh, Sean aw 20.00; Sukraw, Nathan aw 16.50; Sukup, Todd tt 1382.10; Superior Industries eq 6445.00; Sutton, Caleb aw 242.00; Tait's Electric se 3898.36; Taylor, Jesse aw 88.00; Thomas, Colton aw 206.45; Thorpe, Marsha aw 34.00; Triple O's su 29.00, 34.12; Tullah, Chris aw 16.50; USA Bluebook su 1056.47; Verizon se 33.19, 33.19, 66.38, 70.37, 183.10, 168.31, 498.50; Volkmer, Bob aw 30.00; WS Darley eq 1035.80; Walmart su 17.40; Walmsley, Jerry aw 135.48; Wamsley, Scott aw 30.00; Watchorn, Josh aw 115.48; Welch, Pat aw 46.50; Wesco Distribution eq 2178.49; Western Pathology se 166.40, 300.00; Wheatbelt ut 9180.48; Whitebluffs se 548.00; Wieser, Cheryl aw 99.40; Wieser, John/Jacqueline ct 4080.00; Wintholz, Steve aw 20.00; Witt, Ray aw 20.00; Witt, Tony aw 33.00; Wolford, Marie rt 814.36; Yahn, Jeff aw 40.00; Young's Plumbing se 80.00; Zett, Rowdy aw 44.00; Solid Oak Software se 532.00; American Library Asso se 175.00; Centurion Holdings se 50.00; City of Sidney ut 647.59; Culligan se 19.95; Baker & Taylor se 1127.84; Day & Night se 201.47; Demco su 164.90; Elan Visa su 745.94; Frenchman Valley su 100.43; Gaylord su 367.61; Gale/Cengage Learning su 359.65; Guideposts su 35.48; Houchen Bindery su 166.40; Ideal Linen se 58.08; Doris Jensen re 499.52; Journal Office su 32.23; Librarian's Choice su 591.57; McGraw Hill su 85.35; NE Library Commission se 250.30; NT&T se 155.51; Neutron Industries su 136.01; Sandra Nelson re 42.56; OCLC se 193.76; Penn Building se 105.00; Quill su 1028.22; Reliable Office su 117.44; Segelke Janitorial se 1050.00; Sidney Sun Telegraph se 10.64; Sonny's su 20.44; U Store It se 60.00