

## Special Announcement

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The City Council has postponed final action on the Swanson Russell Redevelopment Agreement until March 9, 2015. This delay provides an opportunity for additional public comment and questions about new **Redeveloper Bidding Procedures** (see pages 2-4) that are proposed for use on this project. It will be #15R-44 and will (tentatively) be item twelve on the City Council's agenda.

The hearing on March 9th is open to the public and will include an opportunity for the public to speak on this topic. If you cannot attend the meeting or are uncomfortable speaking in public, you may also direct questions or comments on the **Redeveloper Bidding Procedures** to:

Email: [urbandev@lincoln.ne.gov](mailto:urbandev@lincoln.ne.gov)

US Mail: Ernie Castillo  
Urban Development Department  
555 S. 10<sup>th</sup> Street, Suite 205  
Lincoln, NE 68508

Telephone: 402-441-7855

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## **REDEVELOPER BIDDING PROCEDURES**

Redeveloper may conduct its own bidding for TIF funded improvements in lieu of using the City's Purchasing Division of the Finance Department provided that the following procedures are followed:

### **GENERAL REQUIREMENTS**

1. Any and all bid specifications need to be presented to the City at the time when the Notice to Bidders is published. They can be delivered to the Director of Urban Development.
2. The Notice to Bidders shall be published at least once per week for two consecutive weeks in a newspaper of general daily circulation in the City. Redeveloper shall be required to provide proof that proper publication of the Invitation for Bids has been completed prior to opening the bids. An Affidavit of Publication from the Journal Star would be deemed acceptable.
3. The Notice to Bidders itself must meet the following requirements:
  - A. Be open to all potential bidders;
  - B. State the date when sealed bids must be received and the location where the bids are to be delivered;
  - C. State that the bids will be publicly opened and read in the presence of all bidders who attend the opening;
  - D. State where plans and specifications may be examined; and
  - E. Inform bidders that the redeveloper has the right to reject all bids.
4. A City representative shall be present when the bids are opened by the Redeveloper or its representative.

### **EXCEPTIONS TO FORMAL BIDDING**

1. Single purchases of materials, parts, supplies, and equipment with an estimated cost of less than \$3,000 may be purchased directly by the Redeveloper, provided that at least three informal bids shall be obtained and recorded with the Urban Development Department.
2. Executive Order Construction Contracts approved by the Mayor and specifically authorizing without formal sealed bids the construction of street paving, water mains, sanitary sewers, and storm sewers by Redeveloper or its contractor when the payment of reimbursement or subsidies for such construction does not exceed \$100,000.

3. Competitive bidding shall not be required in contracting for professional services (e.g. architects, engineers, etc.)
4. Contracts for Public Enhancements, which include reasonable and appropriate design, improvement, and construction costs that are unique and not-competitive or otherwise required to transition, coordinate and integrate with Public Enhancements with or into the Private Improvements. Prior to entering into contracts for such Public Enhancements, Redeveloper shall submit architect, engineer or other professional designer or contractor's estimates for the cost of the Public Enhancements. The City shall approve or reject said cost estimates within ten (10) days of receipt of the same.
5. The bid must be awarded to the lowest responsible bidder. Any claim by the developer that the lowest bidder is not the lowest responsible bidder must be submitted with evidence to support said claim to the City in writing no later than five days following the public opening of the bids. The City, acting through the Mayor, shall review said request and either approve or deny said request within ten days of receiving said request. In considering the developer's request, the Mayor shall consider the factors listed in Lincoln Municipal Code Section 2.18.030(j). Denial of developer's request shall result in the lowest bidder being declared the lowest responsible bidder. Approval of the developer's request shall result in the bidder shown to be the lowest responsible bidder being selected. Redeveloper shall be specifically prohibited from awarding the contract to a bidder of its choosing subject to limiting the amount of reimbursement to the amount submitted by the lowest responsible bidder. Copies of all bids submitted pursuant to each Notice to Bidders shall be provided to the City Urban Development Department prior to the redeveloper awarding a contract based on said bids.

### **PURCHASING AGENT APPOINTMENT**

If the Redeveloper is responsible for installing/constructing any City Public Improvements under the Redevelopment Agreement, the Redeveloper is deemed to be the City's Prime Contractor. As the City's Prime Contractor, the Redeveloper will be issued a Purchasing Agent Appointment (and Delegation of Authority for Sales and Use Tax), Form 17, signed by the Purchasing Agent or other authorized representative of the City. The Purchasing Agent Appointment shall be used by the Redeveloper to purchase building materials that will be annexed into the City Public Improvements. The Purchasing Agent Appointment does not apply to (1) the purchase of tools, supplies, or any items that will not be annexed into the City Public Improvements, including but not limited to form lumber, scaffolding, etc.; (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Redeveloper or its Subcontractors and used in installing/constructing the City Public Improvements; or (3) the purchase of building materials to be used for the installation/construction of (i) City water mains and appurtenances thereto, and (ii) Lincoln Electric System facilities. Purchases qualifying as aforesaid shall be considered as being made by the City.

The Redeveloper may delegate its authority as Prime Contractor to Redeveloper's Subcontractor by completing and signing a copy of the original Purchasing Agent Appointment for each subcontractor as provided in the Form 17 Instructions. Each Subcontractor is hereby given the authority to reproduce copies of the Redeveloper's copy of said Purchasing Agent Appointment provided to the Subcontractor by the Redeveloper and to furnish the same to the Subcontractor's subcontractor(s), and the Subcontractor's subcontractor(s) shall complete and sign the same for its purchases in the same manner as above set forth for the Redeveloper and Subcontractor. The Redeveloper or its Subcontractor will provide a Nebraska Resale or Exempt Sale Certificate with Section C, Part 2 completed to supplier when purchasing building materials to be annexed into the City Public Improvements. The City shall be obligated to the vendor for the purchase price, but the Redeveloper or Subcontractor, as the case may be, shall handle all payments therefore on behalf of the City. The vendor shall agree to make demand or claim for payment of the purchase price from the City by submitting an invoice to the Redeveloper or Subcontractor. Title to all materials and supplies so qualifying shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Redeveloper or Subcontractor shall not acquire title to any building materials annexed into the City Public Improvements. All invoices shall bear the Redeveloper's or Subcontractor's name as agent for the City.