



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item G-8

#2017-15 - Approving Bid Award for Concrete Ready-Mix for 2017

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: January 24, 2017
Subject: Approving Bid Award for Concrete Ready-Mix for 2017
Presenter(s): John Collins PE, Public Works Director

Background

On December 16, 2016 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2017 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

Discussion

Two (2) bids were received and opened on January 12, 2017. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Unit Prices</i>
Gerhold Concrete Co., Inc. of Grand Island, NE	None	\$91.00 per cubic yard
Consolidated Concrete Co. of Grand Island, NE	None	\$98.50 per cubic yard

Gerhold Concrete Co., Inc. of Grand Island, Nebraska provided the lowest responsible bid.

The estimated quantity of Portland Cement Concrete Ready-Mix required for 2017 calendar year is 3,200 cubic yards; for an estimated total cost of \$291,200.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve awarding the purchase of the Concrete Ready-Mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of \$91.00 per cubic yard.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 26, 2017 at 2:15 p.m.
FOR: Concrete Ready-Mix for 2017
DEPARTMENT: Public Works
ESTIMATE: \$96.00 per cubic yard
FUND/ACCOUNT: 21033503-85547
PUBLICATION DATE: December 16, 2016
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gerhold Concrete Co, Inc.</u> Grand Island, NE	<u>Consolidated Concrete</u> Grand Island, NE
Bid Price:	\$91.00	\$98.50

cc: John Collins, Public Works Director
Stacy Nunhof, Purchasing Agent
Marlan Ferguson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.
Renae Griffiths, Finance Director

P1929

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **Gerhold Concrete Company, Inc.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2017**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

Ninety-One and 00/100 Dollars per cubic yard, \$ 91.00 /cy

For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Ready-Mix for 2017**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2017.**

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

GERHOLD CONCRETE COMPANY, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____ Date _____

Mayor

Attest _____

City Clerk

The contract is in due form according to law and is hereby approved.

_____ Date _____

Attorney for the City

RESOLUTION 2017-15

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2017 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 12, 2017, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$91.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 3,200 cubic yards for the 2017 construction season at the above-identified price, is estimated at \$291,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of \$91.00 per cubic yard for Portland Cement Concrete Ready-Mix for 2017 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
January 20, 2017 ✕ City Attorney