



# City of Grand Island

Tuesday, December 28, 2021

Council Session

## Item G-11

**#2021-361 - Approving Bid Award - 115 kV Pole Inspection and Preservation Services**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** December 28, 2021

**Subject:** 115 kV Pole Inspection and Preservation Services

**Presenter(s):** Tim Luchsinger, Utilities Director

## Background

The City of Grand Island electric system utilizes a 115 kV transmission loop that encompasses the entire City. This loop is the backbone of the electric system and ensures a reliable source of power to each of the electrical substations located around the City. The transmission lines use a variety of wood and steel poles. In order to most effectively reduce the chances of pole failure during wind and ice events, it is important to perform a thorough inspection and preservation treatment every ten to fifteen years. The last inspection was performed in 2011.

## Discussion

The following bids were received by the City on December 15, 2021, for the labor and materials to perform the pole inspections. The engineer's estimate for this work is \$350,000.00.

Bidder	Bid Price	Exceptions
Intec Services, Inc., Fort Collins, CO	\$271,570.00	None
Osrose Utilities Services, Inc., Peachtree City, GA	\$345,814.95	None

## 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 a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the bid for 115 kV Pole Inspection and Preservation Services to Intec Services, Inc. of Fort Collins, Colorado, with the bid in the amount of \$271,570.00.

## **Sample Motion**

Move to approve the bid of \$271,570.00 from Intec Services, Inc., for the 115 kV Pole Inspection and Preservation Services.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 15, 2021 at 2:00 p.m.  
**FOR:** 115 kV Pole Inspection and Preservation Services  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$350,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** November 22, 2021  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Intec Services, Inc.</u></b> Fort Collins, CO	<b><u>Osrose Utilities Services, Inc.</u></b> Peachtree City, GA
<b>Bid Security:</b>	<b>Berkley Insurance Company</b>	<b>Berkley Insurance Company</b>
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$271,570.00</b>	<b>\$345,814.95</b>

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Travis Burdett, Assistant Utilities Director

**P2327**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between Intec Service, 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 115kV Pole Inspection and Preservation Services; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible 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 (subject to adjustment as provided by the contract) of Two Hundred Seventy-One Thousand Five Hundred Seventy Dollars \$271,570.00 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 115kV Pole Inspection and Preservation Services.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before May 15, 2022. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor Intec Services Inc.

By James H. McGiffert

Date December 17, 2021

Title Director, Sales & Operations

CITY OF GRAND ISLAND, NEBRASKA,  
By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2021-361

WHEREAS, the City of Grand Island invited sealed bids for 115 kV Pole Inspection and Preservation Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 15, 2021, bids were received, opened and reviewed; and

WHEREAS, Intec Services, Inc., of Fort Collins, Colorado, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$271,570.00; and

WHEREAS, the bid of Intec Services, Inc., is less than the estimate for 115 kV Pole Inspection and Preservation Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Intec Services, Inc., in the amount of \$271,570.00 for 115 kV Pole Inspection and Preservation Services, is approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2021	☐ City Attorney