



City of Grand Island

Tuesday, March 22, 2022

Council Session

Item G-6

#2022-66 - Approving Bid Award for 2022 Substation Walls

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: March 22, 2022

Subject: 2022 Substation Wall Construction - Phelps Control
(Electric Transmission/Substation) Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department Phelps Control Center maintains nine substations around the City. Eight substations are secured and protected by chain link fence and one by a concrete panel wall constructed in 2018. The concrete panel wall replaced a failed concrete block wall and has proven to be a great choice. It is aesthetically pleasing, solid, secure, and maintenance free. Two substations currently secured by chain link fence are in prime development areas. One across from the Rainbow Lake development and the other at the corner of Faidley and the new Claude Road. Both substations have chain link fences with privacy slats around 45 years old and are in need of updating. The concrete panel walls are recommended for style, security, and longevity. The utility industry is typically using this type of wall for substations, especially when adjacent to modern developing neighborhoods.

Discussion

A request for quotes, for providing and installing precast concrete walls, was sent directly to 5 potential bidders and advertised. The following bids were received by the City on February 17, 2022. Both bids meet specifications. The engineer's estimate for this project was \$750,000.

Bidder	Bid Price	Exceptions
Superior Concrete Products, Euless TX	\$533,256.97	None
AMP Works, Grand Island NE	\$412,748.82*	None

* Revised overall bid price due to corrected sales tax amount.

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 award the contract for 2022 Substation Wall Construction to the low cost bidder, AMP Works of Grand Island, NE in the amount of \$412,748.82.

Sample Motion

Move to approve the contract for 2022 Substation Wall Construction with AMP Works of Grand Island, NE in the amount of \$412,748.82.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
2022 SUBSTATION WALL CONSTRUCTION**

RFP DUE DATE: February 17, 2022 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: January 31, 2022
NO. POTENTIAL BIDDERS: 5

PROPOSALS RECEIVED

Superior Concrete Products, Inc.
Eules, TX

AMP Works, LLC
Grand Island, NE

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

Angela Schulte, Utilities Secretary
Patrick Brown, Finance Director
Jeff Mead, Utilities Senior Engineer

P2345

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between AMP WORKS, LLC, 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 proposals to be published for **2022 Substation Wall Construction**; 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 and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, 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 or themselves, and their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. AMP Works LLC proposal signed and dated February 17, 2022.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. 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 III. 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 **Four Hundred Twelve Thousand Seven Hundred Forty-Eight & 82/100 Dollars (\$412,748.82)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II;

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ 389,962.38
Sales Tax:	\$ <u>22,786.44</u>
Total	\$ 412,748.82

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.

ARTICLE IV. 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.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before September 30, 2022.

ARTICLE VI. 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. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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 therefor. 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.

AMP Works LLC

By *[Signature]* Date 3/9/22

Title Senior Member

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City Date _____

RESOLUTION 2022-66

WHEREAS, the City of Grand Island invited sealed bids for providing and installing precast concrete walls around two substations, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 17, 2022, bids were received, opened and reviewed; and

WHEREAS, AMP Works, of Grand Island, Nebraska, 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 \$412,748.82; and

WHEREAS, the bid of AMP Works, is less than the estimate for providing and installing precast concrete walls around two substations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of AMP Works, in the amount of \$412,748.82 for providing and installing precast concrete walls around two substations, is approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2022	☐ City Attorney