



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-11

#2022-225 - Approving Bid Award for 2022 Line Shop Remodel

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 23, 2022

Subject: Contract for 2022 Line Shop Remodel

Presenter(s): Tim Luchsinger, Utilities Director

Background

The original portion of the Electrical Service Building, commonly known as the Line Shop, is over 50 years old. An addition was completed in 1997. As time and budget allowed, offices and conference rooms were remodeled. The remaining portion to be updated is the large main bathroom and locker room, and the hallways throughout the building. This project includes changing the layout of the bathroom to accommodate ADA requirements, replacing the old cast iron and galvanized piping, and providing a janitor closet with a mop sink. There is currently no break/lunch area for employees, so a kitchenette will be added. Lighting will be modern LED fixtures. The results will be a more useful, efficient space.

Discussion

The bid package was sent directly to 4 potential bidders and advertised. The following bid was received by the City on August 9, 2022 and meets specifications. The engineer's estimate for this work was \$155,000.

Bidder	Bid Price	Exceptions
Rathman-Manning Construction LLC	\$ 117,360.00	None

Alternatives

It appears that the Council that 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 award the contract for the 2022 Line Shop Remodel project to the low bidder, Rathman-Manning Construction of Chapman, Nebraska, in the amount of \$117,360.00.

Sample Motion

Move to approve the contract for 2022 Line Shop Remodel project to Rathman-Manning Construction of Chapman, Nebraska, in the amount of \$117,360.00.

INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 9, 2022 at 2:00 p.m.
FOR: 2022 Line Shop Remodel
DEPARTMENT: Utilities
ESTIMATE: \$155,000.00
FUND/ACCOUNT: 520.10710
PUBLICATION DATE: July 9, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Rathman & Manning Corp.
Chapman, NE
Bid Security: Hudson Insurance Co.
Exceptions:

Bid Price: \$115,109.00
Sales Tax: \$ 2,251.00
Total Bid: \$117,360.00

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

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

P-2387

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between Rathman-Manning Construction 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 bids to be published, for 2022 Line Shop Remodel; 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 one hundred seventeen thousand, three hundred, and sixty dollars and no cents. (\$ 117,360.00) 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 2022 Line Shop Remodel.

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 December 31, 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 RATNAY-MANNING CONST LLC

By [Signature]

Date 08-12-2022

Title MANAGER

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 2022-225

WHEREAS, the City of Grand Island invited sealed bids for the remodeling of the Line Shop, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 9, 2022, bids were received, opened and reviewed; and

WHEREAS, Rathman-Manning Construction, LLC of Chapman, 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 \$ 117,360.00; and

WHEREAS, the bid of Rathman-Manning Construction, LLC is less than the estimate for the remodeling of the Line Shop.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rathman-Manning Construction, LLC, in the amount of \$ 117, 360.00 for remodeling the Line Shop is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney