



# **City of Grand Island**

**Tuesday, August 13, 2013**

**Council Session**

## **Item G-19**

**#2013-267 - Approving Bid Award for Furnishing and Installation  
of New Restroom in Stolley Park**

**Staff Contact: Todd McCoy**

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** August 13, 2013

**Subject:** Bid Award to Construct a New Restroom Facility at Stolley Park

**Item #'s:** G-19

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

In 1974 the City of Grand Island took ownership of Stolley State Park. Today, Stolley is one of Grand Island most popular parks. Stolley Park offers a wading pool, playground equipment, disc golf, train rides, tennis courts, horseshoe pits, basketball courts, ball fields, picnic areas, and more. Stolley is home to numerous community events such corporate picnics, Art in the Park, car shows, and more.

The west restroom facility at Stolley Park was constructed in the early 1980's.

## **Discussion**

The Parks and Recreation Department is recommending replacing the west restroom building at Stolley Park with a modern concrete block facility. The current bathroom is undersized and contains decaying wood walls. The new facility will be much more appealing and handle larger numbers of park users.

On July 31, 2013 the Parks and Recreation Department received bids to replace the west Stolley restrooms. Bids were received from three contractors.

Nelson Contracting of Grand Island, Nebraska	\$105,800.00
Leiting Construction, Inc. of Grand Island, Nebraska	\$109,070.40
FAMOS Construction, Inc. of Grand Island, Nebraska	\$155,514.19

Staff recommends the low bid from Nelson Contracting. The project will be funded by the Parks Misc. Capital Account 40044450-90027.

## **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 City Council award the bid to construct a new restroom facility at Stolley Park to Nelson Contracting of Grand Island, Nebraska.

## **Sample Motion**

Move to award the bid to construct a new restroom facility at Stolley Park to Nelson Contracting for a total of \$105,800.

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Nelson Contracting 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 and Installation of New Restroom in Stolley Park**; 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/herself or themselves, and its, his/her, 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 and five thousand eight hundred Dollars \$105,800.00 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. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. 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 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 for **Furnishing and Installation of New Restroom in Stolley Park**.

page 1 of 2

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved and that the Contractor shall complete the work on or before **September 30, 2013 unless "weather circumstances" prohibit working conditions for furnishing and installation of New Restroom in Stolley Park.** It is understood and agreed that time is the essence of the contract.

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. 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.

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

Contractor NELSON CONTRACTING

By Woodrow K Nelson

Date 8-2-13

Title OWNER

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

RESOLUTION 2013-267

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of a New Restroom in Stolley Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on July 31, 2013, three (3) bids were received, opened and reviewed; and

WHEREAS, Nelson Contracting from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$105,800.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nelson Contracting from Grand Island, Nebraska, in the amount of \$105,800.00 for Furnishing and Installation of a New Restroom in Stolley Park 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 13, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
August 9, 2013	▣ City Attorney