



# City of Grand Island

Tuesday, September 24, 2013

Council Session

## Item G-8

**#2013-313 - Approving Bid Award - Installation of 72/48 Fiber -  
Electrical Yard to Library & Library to Substation "B"**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** September 24, 2013

**Subject:** Approving Bid Award – Installation of Fiber Optics  
Cable - Contract 2013-OPGW-V

**Item #'s:** G-8

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

## **Background**

The City has been in the process of installing a fiber optics network connection between City Hall and off-site City divisions for over eight years. Past projects include: City Hall to the Phelps Control Center; the Waste Water Treatment Plant, the Safety Center, Electric Service Center, City Streets and Shop, the Burdick Power Plant and Platte Generating Station. The subject contract would continue the process to provide increased network bandwidth to remote division buildings and complete a fiber optic loop to allow a redundant path for Internet service and network servers to City facilities, including City Hall. Access to the Internet and the City network servers is a necessary component of City functions, and continuous, 24-hour access is critical for Utilities Department operations. A map of the project route is attached.

This project provides for a 48 fiber OPGW (optical ground wire) cable and ADSS (all-dielectric self-supporting) aerial cable from the Electric Service Center to Substation “B”. The project will also provide junction points for the Library and the One Stop Building on 3<sup>rd</sup> Street. OPGW is installed in the static wire position of the electric distribution system at the top of the power poles, above the 13,800 volt conductors. ADSS is installed at the communication position on power poles, below the power lines similar to cable TV cables. The specifications required that OPGW be used for the majority of this project, with ADSS used to complete the network at each facility.

## **Discussion**

Expansion of the City network to provide additional bandwidth and redundancy has been a joint project between the Finance Department Information Technology Division and the Utilities Department, and this portion completing the fiber loop will be funded by the

Utilities Enterprise Funds. The project specifications were advertised in accordance with City Procurement Codes, and seven firms obtained copies of the bidding documents. Bids were received and publicly opened at 2:15 p.m. on September 11, 2013. Three bids were received from the following companies:

Bidder	Exceptions	Bid Price
PowerSecure, Inc. Midway, Florida	None	\$424,075.00
IES Commercial, Inc. Holdrege, Nebraska	None	\$307,117.00
Watts Electric Company Waverly, Nebraska	None	\$320,866.83

All three companies provided bids that are fully compliant with City specifications. The low bid of \$307,117.00 was below the engineer's estimate of \$320,000. There are sufficient funds in the budget to complete the project.

### **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 Fiber Installation Contract 2013-OPGW-V, to the low bidder, IES Commercial, Inc., of Holdrege, Nebraska, in the amount of \$307,117.00.

### **Sample Motion**

Move to the bid for Contract 2013-OPGW-V, Installation of Fiber, to IES Commercial, Inc., in the amount of \$307,117.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 11, 2013 at 2:15 p.m.

**FOR:** Installation of 72/48 Fiber OPGW Shield Wire  
Contract 2013-OPGW-V

**DEPARTMENT:** Utilities

**ESTIMATE:** \$320,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** August 21, 2013

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<b><u>PowerSecure, Inc.</u></b> Midway, FL	<b><u>IES Commercial, Inc.</u></b> Holdrege, NE
<b>Bid Security:</b>	Western Surety Co.	XL Specialty Ins. Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$424,075.00</b>	<b>\$307,117.00</b>

<b>Bidder:</b>	<b><u>Watts Electric Company</u></b> Waverly, NE
<b>Bid Security:</b>	Universal Surety Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	<b>\$320,866.83</b>

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent  
Tom Barnes, Utilities Engineer

Bob Smith, Assist. Utilities Director  
Jaye Monter, Finance Director  
Pat Gericke, Utilities Admin. Assist.

**P1671**





**CITY OF GRAND ISLAND, NEBRASKA  
FORM OF CONTRACT AGREEMENT  
FOR  
CONTRACT 2013-OPGW-V  
INSTALLATION OF 72/48-FIBER OPGW SHIELD WIRE**

THIS AGREEMENT made and entered into, by and between

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 construction of Contract 2013-OPGW-V, Installation of 72/48-Fiber OPGW Shield Wire; and 48-Fiber ADSS.

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 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/hers, 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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for all materials, services 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 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 IV. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. **The proposed work shall be completed in all respects by July 30, 2014.** The Contractor shall coordinate with the City of Grand Island Utilities Department relative to scheduling work.

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. The Contractor agrees to maintain a drug free workplace and to provide a copy of its policy to the City upon request.

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

Contractor \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

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

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

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

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

Date \_\_\_\_\_

RESOLUTION 2013-313

WHEREAS, the City of Grand Island invited sealed bids for Installation of 72/48 Fiber, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 11, 2013, bids were received, opened and reviewed; and

WHEREAS, IES Commercial, Inc., of Holdrege, 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 \$307,117.00; and

WHEREAS, the bid of IES Commercial, Inc., is less than the estimate for the Installation of 72/48 Fiber.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, in the amount of \$307,117.00, for Installation of 72/48 Fiber, is hereby approved as the lowest responsible bid and that the Mayor is hereby authorized to, on behalf of the City, execute the Contract between the City of Grand Island and IES Commercial, Inc.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

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

Attest:

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

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney