



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-22

**#2014-131 - Approving Bid Award - Vinyl Sea Wall Construction
at Sucks Lake**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 27, 2014

Subject: Bid Award for Vinyl Seawall Construction at Sucks Lake

Item #'s: G-22

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

Background

Sucks Lake is a popular city park with trail access, picnic areas, playgrounds, and an urban lake. Citizens enjoy accessing the lake for viewing waterfowl and fishing. The lake is kept stocked with fish by the Nebraska Game and Parks Commission.

The north shore of Sucks Lake has become eroded in recent years. Erosion creates accessibility issues and if left unchecked will become worse.



Discussion

The Parks and Recreation Department is recommending adding a vinyl seawall to the north shore of Sucks Lake similar to the wall currently in place on the west end of the lake. These types of walls provide excellent shoreline access for fishing and enhance the overall aesthetics of the lake.



Five bids were received for materials and installation of a vinyl seawall on the north side of Sucks Lake.

Inland Marine Construction, Nebraska City, NE	\$80,850.00
Greenworks Landscaping & Design, Grand Island, NE	\$107,001.30
Platte River Designs, Columbus, NE	\$107,677.50
Diamond Engineering Co., Grand Island, NE	\$137,000.00
General Excavating, Lincoln, NE	\$160,230.00

Staff recommends Inland Marine Construction of Nebraska City to install the vinyl seawall. Inland Marine has good experience in the installation of vinyl seawall projects. 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 for the installation of the Vinyl Seawall at Sucks Lake to Inland Marine Construction of Nebraska City, Nebraska.

Sample Motion

Move to approve the installation of the Vinyl Seawall at Sucks Lake to Inland Marine Construction for a total of \$80,850.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 6, 2014 at 2:00 p.m.
FOR: Vinyl Sea Wall Construction at Sucks Lake
DEPARTMENT: Parks & Recreation
ESTIMATE: \$125,000.00
FUND/ACCOUNT: 40044450-90027
PUBLICATION DATE: April 22, 2014
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Inland Marine Construction</u> Nebraska City, NE
Bid Security:	Universal Surety Co.	Cashier's Check
Exceptions:	Noted	None

Bid Price:		
Price Per Linear Ft.:	\$218.00	\$110.00
Total Price:	\$160,230.00	\$80,850.00

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Greenworks Landscaping & Design</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Cashier's Check
Exceptions:	Noted	None

Bid Price:		
Price Per Linear Ft.:	\$186.39	\$145.58
Total Price:	\$137,000.00	\$107,001.30

Bidder: Platte River Designs
Bid Security: Columbus, NE
Exceptions: Cashier's Check
Noted

Bid Price:
Price Per Linear Ft.: \$146.50
Total Price: \$107,677.50

cc: Todd McCoy, Parks & Rec. Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Patti Buettner, Parks & Rec. Secretary
Jaye Monter, Finance Director

P1733

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Inland Marine Construction 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 and in consideration with the **VINYL SEA WALL CONSTRUCTION AT SUCKS LAKE**; 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, scope of work, and specific plans 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 Eighty thousand eight hundred fifty Dollars \$ 80,850.00 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 **VINYL SEA WALL CONSTRUCTION AT SUCKS LAKE**.

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 by June 30, 2014, unless circumstances prohibit working conditions for the Vinyl Sea Wall Construction at Sucks Lake. 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. The Contractor further agrees to maintain a drug-free workplace policy.

ARTICLE VI. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

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 2014-131

WHEREAS, the City of Grand Island invited sealed bids for Vinyl Sea Wall Construction at Sucks Lake, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on May 6, 2014, five (5) bids were received, opened and reviewed; and

WHEREAS, Inland Marine Construction from Nebraska City, NE 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 \$80,850.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Inland Marine Construction from Nebraska City, NE, in the amount of \$80,850.00 for Vinyl Sea Wall Construction at Sucks Lake is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney