
City of Grand Island

Item G10

#2001-309 Awarding Bid for Sidewalk District No. 1 - 2001 to Galvan Construction, Inc.

The Public Works Department, Engineering Division, and the Purchasing Division of the City Attorney's office recommend awarding the bid to Galvan Construction, Inc. in the amount of \$2,969.60. The engineers estimate was \$5,120.00. Bids were received ranging from \$2,969.60 to \$6,400.00. There are sufficient funds for this purchase in account number 400.01.40024.05640. See attached RESOLUTION.



Tuesday, November 06, 2001

Council Session

RESOLUTION 2001-309

WHEREAS, the City of Grand Island invited sealed bids for Sidewalk District No. 1, 2001, according to plans and specifications on file with the City Engineer; and

WHEREAS, on October 17, 2001, bids were received, opened and reviewed; and

WHEREAS, Galvan Construction, Inc. 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 \$2,969.60; and

WHEREAS, Galvan Construction Inc.'s bid is less than the engineer's estimate of \$5,120.00 for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska, in the amount of \$2,969.60 for Sidewalk District No. 1, 2001 is hereby approved as the lowest responsive bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 6, 2001.

RaNae Edwards, City Clerk

Approved as to Form	?
November 6, 2001	? City Attorney

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this Sixth day of November, 2001, by and between Galvan Construction Inc. 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 **SIDEWALK DISTRICT NO. 1, 2001**; 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 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 Two thousand nine hundred sixty-nine dollars and sixty cents Dollars \$ 2,969.60

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 **SIDEWALK DISTRICT NO. 1, 2001.**

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. This work shall be completed no later than November 1, 2001.

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. Should the Contractor fail to perform the work within the periods of time stipulated above, the Contractor shall pay the City \$100.00 per calendar day of default unless extension of time granted by the City specifically provides for waiving of liquidated damages.

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

Contractor Galvan Construction, Inc.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

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

Date _____

Attorney for the City

