



City of Grand Island

Tuesday, January 24, 2006

Council Session

Item G16

#2006-25 - Approving Bid Award for Carpet Replacement for 2nd Floor

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: January 24, 2006

Subject: Resolution # 2006-25 Approving the Proposal for the Replacement of the Carpet on the Second Floor at City Hall

Item #'s: G-16

Presenter(s): Craig Lewis, Building Department Director

Background

City Administration began the systematic replacement of the floor coverings at City Hall last year with the completion of the first floor. As the project continues the second floor coverings are now targeted to be replaced. Competitive bids were solicited for that replacement and received.

Discussion

Several notices and request were sent with only one bid being received from Floor To Ceiling in the amount of \$44,417.96.

The amount for the replacement of the first floor carpeting last year was \$42,850. As a comparable project the second floor is greater in the amount of carpet to be replaced and only slightly larger in the dollar amount.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand.

The Council may:

1. Approve the Resolution.
2. Disapprove or /Deny the Resolution.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution allowing for approval of a contract to replace the floor coverings on the second floor of City Hall

Sample Motion

Motion to approve the resolution and authorize the Mayor to execute an agreement for services on behalf of the City of Grand Island.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

REQUEST FOR PROPOSAL

FOR

CARPET REPLACEMENT – 2ND FLOOR

RFP DUE DATE: January 10, 2006 at 4:00 p.m.

DEPARTMENT: Building

PUBLICATION DATE: December 16, 2005

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Floor to Ceiling
Grand Island, NE

cc: Craig Lewis, Building Dept. Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Ken Scholl, Building Maintenance
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

P1050

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Floor to Ceiling, 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 proposals to be published, for and in consideration of the replacement of floor coverings on the second floor of Grand Island City Hall; 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 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 proposal, 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 forty four thousand four hundred seventeen dollars and ninety-six cents, \$44,417.96) 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 the replacement of the floor covering of second floor of City Hall.

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed and the required insurance is approved, and that the Contractor shall complete the work in the time schedule identified in the proposal submitted. 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. The Contractor further agrees to maintain a drug-free workplace policy.

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

Contractor Floor to Ceiling

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2006-25

WHEREAS, the City of Grand Island invited proposals for Carpet Replacement – 2nd Floor – City Hall, in accordance with a Request for Proposal on file with the Building Department; and

WHEREAS, on January 10, 2005, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Floor To Ceiling of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being in the amount of \$44,417.96; and

WHEREAS, the City Attorney's office has reviewed and approved a contract for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Floor To Ceiling of Grand Island, Nebraska, for Carpet Replacement – 2nd Floor – City Hall in the amount of \$44,417.96 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement for such services on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 18, 2006	☐ City Attorney