



City of Grand Island

Tuesday, June 13, 2006

Council Session

Item G7

#2006-175 - Approving Bid Award - Fire Station 4 Roof Replacement

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: June 13, 2006
Subject: Fire Station 4 Roof Replacement
Item #'s: G-7
Presenter(s): Jim Rowell, Fire Chief

Background

Bids for replacing the roof at Fire Station 4 were opened on May 24, 2006 at 11:00 a.m. There were two bidders on the project. Husker Sales and Distribution Inc. of Grand Island, NE submitted the low bid of \$36,510.00.

Discussion

Fire Station 4 has had reoccurring problems with leaks in the roof. The new roof will use the standing seam metal roofing. The new roof will provide higher quality materials and eliminate the current problem. The roofing material is the same as that being used in the new Fire Station 1 and is planned for next year on Fire Station 3.

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 approve the bid for the roof replacement of Fire Station 4 in the amount of \$36,510.00.

Sample Motion

Motion to approve the awarding of the contract for roof replacement of Fire Station 4 to Husker Sales and Distribution Inc. of Grand Island, Nebraska in the amount of \$36,510.00.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 24, 2006 at 11:00 a.m.
FOR: Roof Replacement – Fire Station 4
DEPARTMENT: Fire
ESTIMATE: \$30,000.00
FUND/ACCOUNT: 10022101-85612
PUBLICATION DATE: May 12, 2006
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Husker Sales & Dist., Inc.</u> Grand Island, NE	<u>Steel Crafters, Inc.</u> Grand Island, NE
Bid Security:	\$1,825.50	\$2,173.80
Exceptions:	Noted	None
Bid Price:	\$36,510.00	\$42,478.00

cc: Jim Rowell, Fire Chief
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Chris Hoffman, Fire Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1091

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of June, 2006, by and between Husker Sales & Distribution, 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 and in consideration with REPLACING THE ROOF AT FIRE STATION 4; 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, 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 Thirty-six thousand five hundred ten dollars and zero cents (\$ 36,510.00) 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 **replacing the roof at Fire Station 4**.

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 by September 1, 2006, unless circumstances prohibit working conditions for the replacement of the roof at Fire Station 4. 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.

CONTRACT AGREEMENT (Continued)

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

Contractor Husker Sales & Dist, Inc.

By Bruce H. Leint

Date 6-08-2006

Title Project Manager

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 2006-175

WHEREAS, the City of Grand Island invited sealed bids for Roof Replacement – Fire Station No. 4, according to specifications on file with the Fire Administration Office; and

WHEREAS, on May 24, 2006, bids were received, opened and reviewed; and

WHEREAS, Husker Sales & Distribution, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$36,510.00; and

WHEREAS, Husker Sales & Distribution, Inc.' bid is more than the estimate for such project, however funding is available in the budget for the Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Husker Sales & Distribution, Inc. of Grand Island, Nebraska, in the amount of \$36,510.00 for Fire Station No. 4 roof replacement is hereby approved as the lowest responsible bid.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
June 7, 2006 City Attorney