



City of Grand Island

Tuesday, January 23, 2007

Council Session

Item G8

#2007-16 - Approving Bid Award for Platte River Well Field Well Enclosures for Well #5, #9, and #12

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: January 23, 2007

Subject: Bid Award Well Field Wells #5, #9 and #12 Enclosures

Item #'s: G-8

Presenter(s): Gary R. Mader, Utilities Director

Background

The City's primary drinking water source is located at the Platte River Wellfield. Forty years ago, the original wells were installed without building enclosures over the wells infrastructure. In order to improve maintenance, reliability, environmental safety, and secure operations, the Utilities Department has been systematically working to place protective buildings over each well. This has been an on-going process for the past three years. Protective buildings for an additional three wells are budgeted again this year.

Discussion

The contract specifications for the three additional well enclosures were publicly advertised in accordance with the City Purchasing Code, and bid specifications were sent to twelve prospective bidders.

Bids for the Well Field Wells #5, #9 and #12 Enclosures were publicly opened on December 21, 2006. Only one bid was received. The engineer's estimate for this project was \$78,000.00.

Bidder
Steel Crafters, Inc.

Bid Price
\$ 67,536.00

Steel Crafters has been the successful bidder on several of the past well enclosure contracts and their work and materials have met all specifications. The bid price is evaluated as competitive in current markets.

Alternatives

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

1. Move to approve the Refer the issue to a Committee
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take not action on the issue
- 5.

Recommendation

City Administration recommends that the Council award the Well Enclosure Construction Contract to Steel Crafters, Inc., from Grand Island, Nebraska, as the low responsive bidder, in the amount of \$67,536.00.

Sample Motion

Motion to approve the bid of \$67,536.00 from Steel Crafters, Inc. for the Well Field Wells #5, #9, and #12 Enclosures as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 21, 2006 at 11:00 a.m.

FOR: Platte River Well Field – Wells #5, #9, and #12 Enclosures

DEPARTMENT: Utilities

ESTIMATE: \$78,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: December 2, 2006

NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder: Steel Crafters, Inc.
Grand Island, NE

Bid Security: \$3,376.80

Exceptions: None

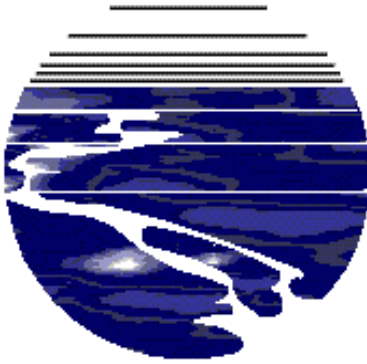
Bid Price: \$67,536.00 (includes sales tax)

cc: Gary Mader, Utilities Director
Karen Nagel, Utilities Secretary
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1128

City of
GRAND



ISLAND

CONTRACT DOCUMENTS

FOR

CITY OF GRAND ISLAND, NEBRASKA
UTILITIES DEPARTMENT

WELL FIELD WELLS NO. #5, #9, and #12 ENCLOSURES

**Contractor: Steel Crafters, Inc.
Grand Island, NE**

January 23, 2007

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ITEM

Contract Agreement

Contractor's Bid

Specifications

Insurance Certificate

Payment/Performance Bond

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **STEEL CRAFTERS, 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 the Well Field Wells No. #5, #9, and #12 Enclosures; 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 following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Steel Crafters, Inc.'s bid signed and dated December 20, 2006.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. 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 III. 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 **Sixty-Seven Thousand Five Hundred Thirty-Six and no/00 Dollars (\$67,536.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ 67,536.00
Total	\$ 67,536.00

ARTICLE IV. 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 Well Field Wells No. #5, #9, and #12 Enclosures.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **April 30, 2007**.

ARTICLE VI. 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 policy and will provide a copy of the policy to the City upon request.

STEEL CRAFTERS, INC.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____

Mayor

Date _____

Attest: _____

City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2007-16

WHEREAS, the City of Grand Island invited sealed bids for Well Field Wells No. 5, 9 & 12 Enclosures, according to plans and specifications on file with the City Clerk; and

WHEREAS, on December 21, 2006, bids were received, opened and reviewed; and

WHEREAS, Steel Crafters, 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 \$67,536.00; and

WHEREAS, Steel Crafters, Inc.'s bid is less than the estimate for such enclosures.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Steel Crafters, Inc. in the amount of \$67,536.00 for Well Field Wells No. 5, 9 & 12 Enclosures is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor 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, January 23, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 18, 2007	☐ City Attorney