



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G8

#2008-336 - Approving Bid Award for Sidewalk District No. 1, 2007

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Bid Award for Sidewalk District No. 1, 2007

Item #'s: G-8

Presenter(s): Steven P. Riehle, Public Works Director

Background

The City Council created Sidewalk District No. 1, 2007 on September 25, 2007. On November 7, 2008 the Engineering Division of the Public Works Department advertised for bids for the sidewalk district.

Discussion

Three (3) bids were received and opened on November 18, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

Bidder	Exceptions	Total Bid
Galvan Construction of Grand Island, Nebraska	None	\$25,345.50
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$30,248.40
Steel Crafters, Inc. of Grand Island, Nebraska	None	\$36,148.50

Funds are available in account number 40033535-90072 & 10033503-85318.

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

Public Works Administration recommends that the Council approve the bid award to Galvan Construction Inc. of Grand Island, Nebraska in the amount of \$25,345.50.

Sample Motion

Move to approve the bid award.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **2nd** day of **December, 2008**, 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, 2007**; 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 or themselves, and its 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 **\$3.05** per square foot, not to exceed **TWENTY FIVE THOUSAND THREE HUNDRED FORTY FIVE AND 50/100 (\$25,345.50)** 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. The quantity may vary if adjoining land owners cause the sidewalk to be constructed prior to contractor performing the work.

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, 2007**.

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, and that the work in this contract shall be completed no later than **April 30, 2009**.

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. 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 therefore. 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 _____

Mayor

Date _____

Attest: _____

City Clerk

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

Attorney for the City

Date _____

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 18, 2008 at 11:00 a.m.
FOR: Sidewalk District No. 1, 2007
DEPARTMENT: Public Works
ESTIMATE: \$29,085.00
FUND/ACCOUNT: 40033535-90072 & 10033503-85318
PUBLICATION DATE: November 7, 2008
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island NE	<u>Galvan Construction</u> Grand Island NE
Bid Security:	Universal Surety Company	AMCO Insurance Company
Exceptions:	None	None
Bid Price:	\$30,248.40	\$25,345.50

Bidder:	<u>Steel Crafters, Inc.</u> Grand Island NE
Bid Security:	\$1,810.00
Exceptions:	None
Bid Price:	\$36,200.00

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Tom Carlson, PW Engineer

P1301

RESOLUTION 2008-336

WHEREAS, the City of Grand Island invited sealed bids for Sidewalk District No. 1, 2007, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 18, 2008 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 \$25,345.50; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate 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 \$25,345.50 for Sidewalk District No. 1, 2007 is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 24, 2008	☐ City Attorney