



City of Grand Island

Tuesday, December 15, 2009

Council Session

Item G16

**#2009-320 - Approving Bid Award for Section C - Paving
Improvements for Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: December 15, 2009

Subject: Approving Bid Award for Section "C" Paving Improvements for Veterans Athletic Field Complex

Item #'s: G-16

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

On November 6, 2009 the Parks and Recreation Department, advertised for bids for paving improvements at the Veterans Athletic Complex. Seven firms provided bids for this work. The bid was broken down into parts A, A and B and A-B-and C for Portland Cement Concrete. Sections A and B were previously awarded to Diamond Engineering.

Discussion

After conversations with the Legal Department it was determined that Section "C" needs to be awarded at this time. A paragraph within this agreement allows for the City to cancel this contract if it is determined it is in the best interest of the City to do so, with no penalty to the City. The additional paving work will provide additional parking for participants and fans to use. Fund number 40044450 90122 Soccer/Bball Fields-Vets Home has funds budgeted for this purpose.

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 award of a contract to Diamond Engineering in the amount of \$57,226.75.

Sample Motion

Move to award contract to Diamond Engineering for the paving improvements at the Veterans Athletic Field Complex.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 18, 2009 at 11:00 a.m.
FOR: Paving Improvements for New Veterans Athletic Field Complex
DEPARTMENT: Park & Recreation
ESTIMATE: \$605,000.00
FUND/ACCOUNT: 40044450-90122
PUBLICATION DATE: November 6, 2009
NO. POTENTIAL BIDDERS: 21

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Company	Inland Insurance Company
Exceptions:	None	None

Bid Price:		Alternate Bid Price:
Section A – Paving:	\$306,067.20	\$289,053.50
Section B – Paving:	\$ 58,597.60	\$ 52,285.00
Section C – Paving:	\$ 57,226.75	\$ 52,941.00

Total Cost by Sections:

Section A:	\$306,067.20	\$289,053.50
Section A + B:	\$364,664.80	\$341,338.50
Section A + B + C:	\$421,891.55	\$394,279.50

Bidder: Stephens & Smith Construction Co. J.I.L. Asphalt Paving Co.
Lincoln, NE Grand Island, NE
Bid Security: Granite RE, Inc. Inland Insurance Company
Exceptions: None None

Bid Price: **Alternate Bid Price:**
Section A – Paving: \$411,461.00 \$315,519.35
Section B – Paving: \$ 80,805.00 \$ 58,058.05
Section C – Paving: \$ 79,446.00 \$ 57,843.20

Total Cost by Sections:

Section A: \$411,461.00 \$315,519.35
Section A + B: \$492,266.00 \$373,577.40
Section A + B + C: \$571,712.00 \$431,420.60

Bidder: Platte Valley Precast, Inc. Chief Construction Co.
Columbus, NE Grand Island, NE
Bid Security: Old Republic Surety Company Fidelity & Deposit Company
Exceptions: None None

Bid Price:
Section A – Paving: \$377,071.00 \$342,005.80
Section B – Paving: \$ 65,102.00 \$ 62,560.80
Section C – Paving: \$ 63,766.00 \$ 61,199.75

Total Cost by Sections:

Section A: \$377,017.00 \$342,005.80
Section A + B: \$442,173.00 \$404,566.60
Section A + B + C: \$505,939.00 \$465,766.35

cc: Steve Paustian, Parks & Recreation Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Patti Buetter, Parks Secretary
Wes Nespor, Purchasing Agent

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Diamond Engineering 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 **PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD COMPLEX**; 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 Fifty seven thousand two hundred twenty six and 75/100 Dollars \$57,226.75 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 City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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 **PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD COMPLEX SECTION C**.

ARTICLE IV. That the contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required bonds and insurance are approved. The Contractor shall complete the work by June 1, 2010. It is understood and agreed that time is the essence of the contract. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty. A decision to proceed or cancel will be made by the City before contractor demobilizes from the site under the separate contract for paving improvements to the Veterans Athletic Field Complex sections A and B. Contractor will communicate with the Director prior to demobilizing.

CONTRACT AGREEMENT (Continued)

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. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

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.

ARTICLE VII. Bidder will be responsible for completing project in accordance with AT & T Reimbursement Agreement.

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

Contractor THE DIAMOND ENGINEERING CO.

By JAMES HANDEW
Title PRESIDENT

Date DECEMBER 4th, 2009

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2009-320

WHEREAS, the City of Grand Island invited sealed bids for Paving Improvements at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on November 18, 2009, bids were received, opened and reviewed; and

WHEREAS, Diamond Engineering from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$57,226.75 for section C.

WHEREAS, the City retains the right to cancel this contract at anytime for the sole convenience of the City without penalty.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Diamond Engineering from Grand Island, Nebraska in the amount of \$57,226.75 for Paving Improvements at the new Veterans Athletic Field Complex 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 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk