



City of Grand Island

Tuesday, July 26, 2011

Council Session

Item G21

**#2011-186 - Approving Award of Proposal for Construction of
POW Memorial Marker Project in the Dodge Parking Lot
(Northwest Corner of 1st Street & Walnut Street)**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: July 26, 2011

Subject: Approving Award of Proposal for Construction of POW Memorial Marker Project in the Dodge Parking Lot (Northwest Corner of 1st Street & Walnut Street)

Item #'s: G-21

Presenter(s): John Collins, Public Works Director

Background

The Downtown Business Improvement District (BID) has solicited proposals for the construction of a Prisoner of War (POW) Memorial Marker Project in the northwest corner of the parking lot at 1st Street and Walnut Street (Dodge Parking Lot).

This project will develop a mini park at the northwest corner of the Dodge Parking Lot that will include a State Historical Marker, park bench, landscaping, and old Grand Island street pavers. A sketch of the completed project is attached for reference. The goal is to have this project completed prior to the 2011 Nebraska State Fair.

The Request for Proposals was advertised in the Grand Island Daily Independent on July 3, 2011 by the Downtown BID.

Discussion

Two (2) proposals were opened on July 18, 2011 and reviewed by then Downtown BID Board. Chief Construction Company of Grand Island, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP. The work is to be performed at actual costs with a maximum of \$17,600.00.

- Firm experience on similar work (25%)
- Team experience (25%)
- Approach (25%)
- Proposed schedule and fees (25%)

Alternatives

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

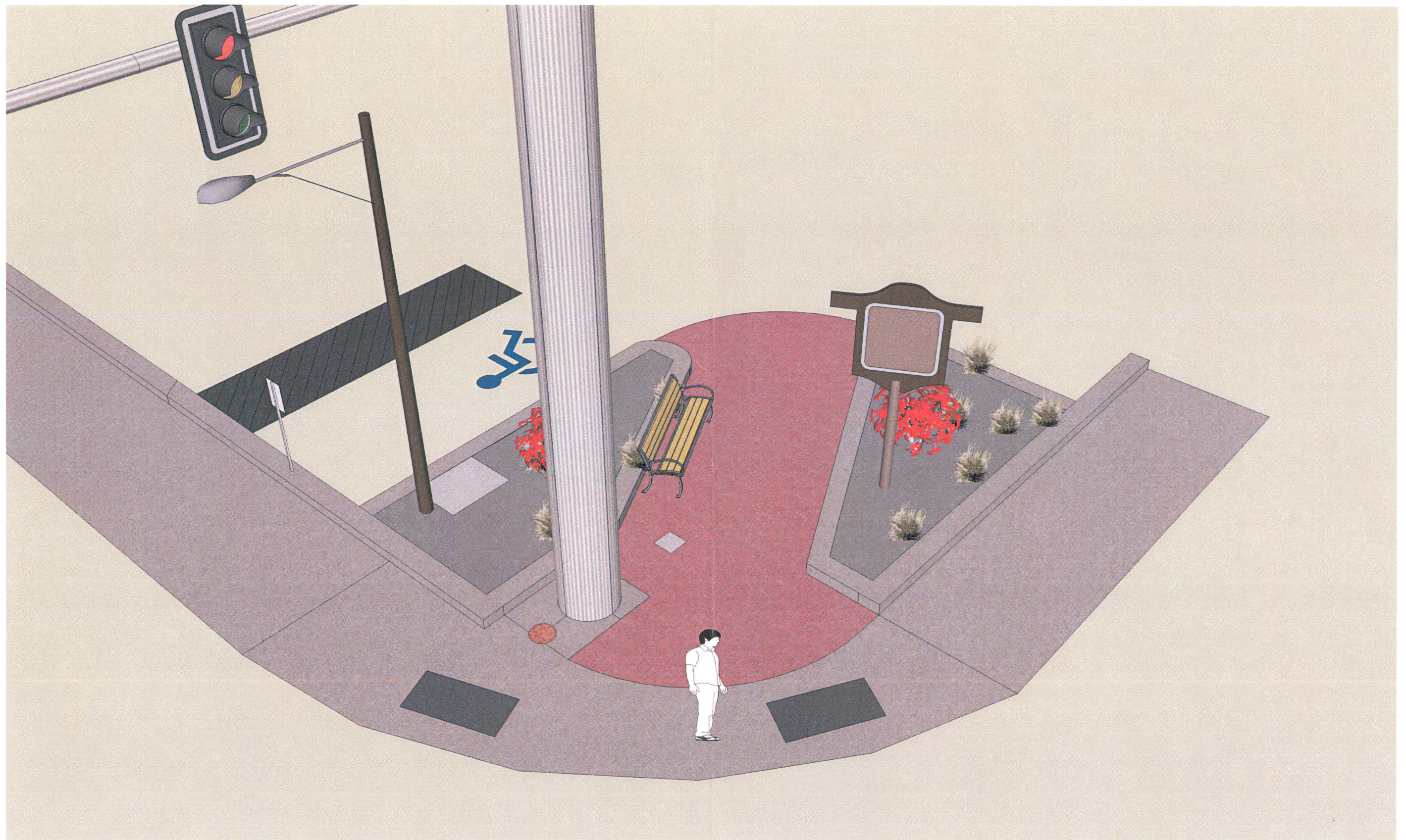
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the award of proposal to Chief Construction Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



AGREEMENT

THIS AGREEMENT made and entered into this **26th** day of **July, 2011**, by and between **Chief Construction Company**, hereinafter called the Consultant, and the **Downtown BID**.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the Downtown BID has caused agreement documents to be prepared and an advertisement of a **POW Memorial Marker Project in the Dodge Parking Lot**, and

WHEREAS, the Downtown BID, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **POW Memorial Marker Project Form** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the Downtown BID for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the Downtown BID, 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 agreement documents as listed in the attached **POW Memorial Marker Project in the Dodge Parking Lot** and in the attached **POW Memorial Marker Project Form** as Submitted by the Consultant; said documents forming the agreement 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 Downtown BID's official award of this agreement to the said Consultant, such award being based on the acceptance by the Downtown BID of the Consultant's proposal;

ARTICLE II. That the Downtown BID shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of **Seventeen Thousand Six Hundred and 00/100 Dollars (\$17,600.00)** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the Downtown BID in purchasing materials and supplies for the Downtown BID for this project. The Downtown BID shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the Downtown BID. The vendor shall make demand or claim for payment of the purchase price from the Downtown BID by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the Downtown BID directly from the vendor. Regardless of the method of payment, title shall vest immediately in the Downtown BID. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the Downtown BID. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached **POW Memorial Marker Project in the Dodge Parking Lot**.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant 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 agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement 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.

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

CHIEF CONSTRUCTION COMPANY

By _____

Title _____

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

By _____
Melissa Timmons, Director

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

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2011-186

WHEREAS, the Downtown Business Improvement District (BID) invited proposals for construction of a Prisoner of War (POW) Memorial Marker Project in the northwest corner of the parking lot at 1st Street and Walnut Street (Dodge Parking Lot), according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 18, 2011 proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Chief Construction Company 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 with the work performed at actual costs with a maximum of \$17,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Chief Construction Company of Grand Island for the construction of a Prisoner of War (POW) Memorial Marker Project in the northwest corner of the parking lot at 1st Street and Walnut Street (Dodge Parking Lot) is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 21, 2011	☐ City Attorney