



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G24

**#2011-249 - Approving Bid Award for the St. Joseph Trail
Reconstruction - 2011**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services
Meeting: September 13, 2011
Subject: Approving Bid Award for the St. Joseph Trail Reconstruction - 2011
Item #'s: G-24
Presenter(s): John Collins, Public Works Director

Background

The location of work for the St. Joseph Trail reconstruction is along the west side of the St. Joseph Railroad from U.S. Highway 34 to Stolley Park Road. The current trail is asphalt and this project will allow the surface to be improved to concrete.

On August 16, 2011 the Engineering Division of the Public Works Department advertised for bids for the St. Joseph Trail Reconstruction - 2011 Project. There were ten (10) potential bidders for the project.

Discussion

Two (2) bids were received and opened on September 7, 2011. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bid is shown below.

Bidder	Exceptions	Total Bid
The Diamond Engineering Co., of Grand Island, NE	None	Alternate "A" Bid - \$134,441.25 Alternate "B" Bid - \$34,328.00 Total = \$168,769.25
Blessing Construction of Kearney, NE	None	Alternate "A" Bid - \$141,534.65 Alternate "B" Bid - \$37,267.00 Total = \$178,801.65

There are sufficient funds in Account No. 40044450-90031.

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 awarding a contract to The Diamond Engineering Co. of Grand Island, NE in the amount of \$168,769.25 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 7, 2011 at 2:00 p.m.
FOR: St. Joseph Trail Reconstruction - 2011
DEPARTMENT: Public Works
ESTIMATE: \$160,000.00
FUND/ACCOUNT: 40044450-90031/10033506-85351
PUBLICATION DATE: August 16, 2011
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Blessing Construction</u> Kearney, NE
Bid Security:	Universal Surety Co.	Granite RE, Inc.
Exceptions:	None	None
Bid Price:		
Alternate A:	\$134,441.25	\$141,534.65
Alternate B:	<u>\$ 34,328.00</u>	<u>\$ 37,267.00</u>
Total Bid:	\$168,769.25	\$178,801.65

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Terry Brown, PW Eng. Ser. Mgr.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of **September, 2011** by and between **The Diamond Engineering Company**, 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 **ST. JOSEPH TRAIL RECONSTRUCTION - 2011**; 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 **ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED SIXTY NINE AND 25/1000 (\$168,769.25)** 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 **ST. JOSEPH TRAIL RECONSTRUCTION - 2011**.

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 **JUNE 29, 2012**.

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.

ARTICLE VI. 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 VIII. 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 and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their 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 X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE X. 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 XII. 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 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 _____

RESOLUTION 2011-249

WHEREAS, the City of Grand Island invited sealed bids for the St. Joseph Trail Reconstruction - 2011 Project, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 7, 2011 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, NE 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 \$168,769.25, and

WHEREAS, The Diamond Engineering Co.'s bid was below the engineering's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, NE in the amount of \$168,769.25 for the St. Joseph Trail Reconstruction - 2011 Project is hereby approved as the lowest responsible bid.

BE IT FUTHER 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 8, 2011 ☐ City Attorney