



City of Grand Island

Tuesday, April 10, 2012

Council Session

Item G13

#2012-94 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2012

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 10, 2012

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2012

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

On March 14, 2012 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the calendar year 2012. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Two (2) bids were received and opened on March 29, 2012. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Total Bid	
O.K. Paving of Hordville, NE	None	Bid Price	\$733,175.00
		Labor (per hour)	\$45.00
		Skid Steer Loader (per hour)	\$40.00
		Front End Loader (per hour)	\$50.00
		Backhoe (per hour)	\$50.00
		Dump Truck-10 c.y. (per hour)	\$50.00
The Diamond Engineering Co. of Grand Island, NE	None	Bid Price	\$989,438.00
		Labor (per hour)	\$45.00
		Skid Steer Loader (per hour)	\$45.00
		Front End Loader (per hour)	\$110.00
		Backhoe (per hour)	\$110.00
		Dump Truck-10 c.y. (per hour)	\$125.00

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Street Repair Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2011/2012, the scope of work for this contract will be scaled down accordingly.

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 awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska for the amount of \$733,175.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 29, 2012 at 2:00 p.m.

FOR: Concrete Pavement & Storm Sewer Repair 2012

DEPARTMENT: Public Works

ESTIMATE: \$800,000.00

FUND/ACCOUNT: 10033506-85351 10033504-85318
10033503-85318 10033503-85547

PUBLICATION DATE: March 14, 2012

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u>	<u>OK Paving, Inc.</u>
	Grand Island, NE	Hordville, NE
Bid Security:	Universal Surety Co.	\$36,658.75
Exceptions:	None	None
Bid Price:	\$989,438.00	\$733,175.00
Labor:	\$45.00 per hour	\$45.00 per hour
Sid Steer Loader:	\$45.00 per hour	\$40.00 per hour
Front End Loader:	\$110.00 per hour	\$50.00 per hour
Backhoe:	\$110.00 per hour	\$50.00 per hour
Dump Truck-10 CY:	\$125.00 per hour	\$50.00 per hour

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

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Superintendent

P1547

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **10th** day of **April, 2012**, by and between **OK Paving, 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 furnishing of **Concrete Pavement & Storm Sewer Repair 2012**; 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, 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 of **Seven Hundred Thirty Three Thousand One Hundred Seventy Five and 00/100 Dollars (\$733,175.00) bid price.**

Labor (per hour)	\$45.00
Skid Steer Loader (per hour)	\$40.00
Front End Loader (per hour)	\$50.00
Backhoe (per hour)	\$50.00
Dump Truck-10 c.y. (per hour)	\$50.00

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

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 **Concrete Pavement & Storm Sewer Repair 2012**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 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. Gratuities and Kickbacks. 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, Fiscal Year Budget. 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.

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

OK PAVING, 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 is hereby approved.

Attorney for the City

Date _____

RESOLUTION 2012-94

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2012, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 29, 2012, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, 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 \$733,175.00; and

WHEREAS, OK Paving'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 OK Paving of Hordville, Nebraska, in the amount of \$733,175.00 for Concrete Pavement and Storm Sewer Repairs 2012 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk