



# City of Grand Island

Tuesday, November 13, 2012

Council Session

## Item G17

**#2012-330 - Approving Bid Award for South & West Interceptor Sewer Improvements; Sewer Project No. 2012-S-4**

Staff Contact: Terry Brown, Interim Public Works Director

# Council Agenda Memo

**From:** Marvin Strong, Wastewater Plant Engineer  
**Meeting:** November 13, 2012  
**Subject:** Approving Bid Award for South & West Interceptor Sewer Improvements; Sewer Project No. 2012-S-4  
**Item #'s:** G-17  
**Presenter(s):** Terry Brown Interim, Public Works Director

## Background

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the South & West Interceptor Sewer Improvements; Project No. 2012-S-4. There were 15 potential bidders for the project.

## Discussion

Five (5) bids were received and opened on October 30, 2012. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
SAK Construction, LLC of O'Fallon, MO	None	\$739,547.00
Western Slop Utilities, LLC of Breckenridge, CO	None	\$854,870.00
Insituform Technologies USA, LLC of Chesterfield, MO	None	\$930,526.40
Lametti & Sons, Inc of Hugo, MN	None	\$1,486,575.00
Visu-Sewer, Inc of Pewaukee, WI	None	\$944,569.00

Public Works Staff believes the bid of SAK Construction, LLC of O'Fallon, Missouri, in the amount of \$739,547.00 is fair and reasonable, as the Engineer's estimate was \$996,500.00.

There are sufficient funds in Account No. 53030055-85213-53016 to fund this project.

## **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 SAK Construction, LLC of O'Fallon, Missouri, in the amount of \$739,547.00.

## **Sample Motion**

Move to approve the bid award.



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 30, 2012 at 2:15 p.m.  
**FOR:** Sewer Project 2012-S-4 South & West  
Interceptor Sewer Improvements  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$996,500.00  
**FUND/ACCOUNT:** 53030055-85213  
**PUBLICATION DATE:** October 4, 2012  
**NO. POTENTIAL BIDDERS:** 15

**SUMMARY**

<b>Bidder:</b>	<b><u>SAK Construction, LLC</u></b> O'Fallon, MO	<b><u>Western Slope Utilities</u></b> Breckenridge, CO
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Travelers Casualty & Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$739,547.00	\$854,870.00
<b>Bidder:</b>	<b><u>Insituform Technologies USA, LLC</u></b> Chesterfield, MO	<b><u>Lametti &amp; Sons, Inc.</u></b> Hugo, MN
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Hartford Accidental
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$930,526.40	\$1,486,575.00
<b>Bidder:</b>	<b><u>Visu-Sewer</u></b> Pewaukee, WI	
<b>Bid Security:</b>	Merchants Bonding Co.	
<b>Exceptions:</b>	None	
<b>Bid Price:</b>	\$944,569.00	

cc: Terry Brown, Interim Public Works Director  
Jason Eley, Purchasing Agent  
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Roger Scott, Eng. Technician

**P1600**

October 31, 2012

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Re: South & West Interceptor Sewer Improvements (Sewer Project 2012-S-4)  
Grand Island, Nebraska  
OA Project No. 011-2347

Dear Mayor & Council,

A total of five (5) bids were received for the South & West Interceptor Sewer Improvements (Sewer Project 2012-S-4). The bids for the project were very competitive with four (4) of the five (5) bids below our "Estimated Opinion of Costs" of \$1,000,000. A copy of the bid tabulation for the above referenced project is attached.

SAK Construction from O'Fallon, MO was the low bid for the project. We checked project references for SAK Construction and all the references had favorable feedback on the quality of the work performed. After reviewing the bids and verifying project references, Olsson Associates recommends that you approve the bid of SAK Construction for \$739,547.00.

If you have any questions or comments, please do not hesitate to call.

Sincerely,



Joseph C. Baxter



**SEWER PROJECT 2012-S-4  
SOUTH & WEST INTERCEPTOR SEWER IMPROVEMENTS  
GRAND ISLAND, NEBRASKA - 2012**

BID TABULATION  
30-Oct-2012 OA #011-2347  
2:15 p.m. Page 1 of 1

CONTRACTOR				SAK Construction LLC		Western Slope Utilities		Insituform Technologies USA, LLC		Visu-Sewer Inc		Lametti & Sons Inc.	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>BASE BID WASTEWATER LAGOON</b>													
C1.01	Mobilization / Demobilization	LS	1	\$24,500.00	\$24,500.00	\$75,000.00	\$75,000.00	\$29,150.80	\$29,150.80	\$13,000.00	\$13,000.00	\$60,000.00	\$60,000.00
C1.02	Site Restoration	LS	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$5,485.90	\$5,485.90	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
C1.03	36" C.I.P.P. Liner Installation	LF	756	\$157.00	\$118,692.00	\$160.00	\$120,960.00	\$176.40	\$133,358.40	\$174.00	\$131,544.00	\$215.00	\$162,540.00
C1.04	30" C.I.P.P. Liner Installation	LF	2955	\$123.00	\$363,465.00	\$120.00	\$354,600.00	\$130.60	\$385,923.00	\$137.00	\$404,835.00	\$175.00	\$517,125.00
C1.05	27" C.I.P.P. Liner Installation	LF	722	\$105.00	\$75,810.00	\$105.00	\$75,810.00	\$107.50	\$77,615.00	\$145.00	\$104,690.00	\$155.00	\$111,910.00
C1.06	Bypass Pumping	LS	1	\$117,500.00	\$117,500.00	\$181,000.00	\$181,000.00	\$236,645.10	\$236,645.10	\$185,000.00	\$185,000.00	\$600,000.00	\$600,000.00
C1.07	Dewatering	LS	1	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,097.20	\$1,097.20	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
C1.08	S. Locust Bypass Structure	LS	1	\$25,630.00	\$25,630.00	\$32,000.00	\$32,000.00	\$48,276.30	\$48,276.30 *	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00
C1.09	Burdick Bypass Structure	LS	1	\$4,950.00	\$4,950.00	\$1,500.00	\$1,500.00	\$6,583.10	\$6,583.10	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
C1.10	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$6,391.60	\$6,391.60	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00
	<b>TOTAL BASE BID:</b>				\$739,547.00		\$854,870.00		930,526.40		\$944,569.00		\$1,486,575.00
Substantially Complete On or Before:				June 30, 2013		June 30, 2013		June 30, 2013		June 30, 2013		June 30, 2013	
Addendum No. 1:				X		X		X		X		X	
Bid Guarantee:													
Remarks:								* Extension of Item #C1.08: Bid form listed as \$48,276.20, did not affect the Total Base Bid on the Bid form.					

# CONTRACT AGREEMENT

## SEWER PROJECT 2012-S-4 SOUTH & WEST INTERCEPTOR SEWER IMPROVEMENTS CITY OF GRAND ISLAND, NEBRASKA – 2012

THIS AGREEMENT made and entered into, by and between **SAK Construction, LLC** 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

Sewer Project 2012-S-4, South & West Interceptor Sewer Improvements, City of Grand Island, Nebraska - 2012;  
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 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 **Sewer Project 2012-S-4 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 **SEVEN HUNDRED AND THIRTY NINE THOUSAND FIVE HUNDRED AND FOURTY SEVEN** Dollars (**\$739,547.00**), for all 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 City of Grand Island, Nebraska operates on a fiscal year beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. 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 IV. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island relative to scheduling work. All work, including restoration, shall be completed by June 30, 2013. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, \$100.00 per working day of default unless extensions of time are granted by the City specifically to provide for the waiving of liquidated damages. The City shall have the right to



deduct the liquidated damages from any moneys in its hands, otherwise due, or to be come due, to the Contractor, or to sue for and recover compensation for non-performance of this contract within the time stipulated.

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. The Contractor agrees to maintain a drug-free workplace and to provide a copy of its policy to the City upon request.

ARTICLE VI. City code states that it is unethical for any person to offer, give, or to 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, 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 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.

**SAK CONSTRUCTION, LLC**

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for the City

RESOLUTION 2012-330

WHEREAS, the City of Grand Island invited sealed bids for South & West Interceptor Sewer Improvements; Project No. 2012-S-4, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on October 30, 2012 bids were received, opened, and reviewed; and

WHEREAS, SAK Construction LLC, of O'Fallon, Missouri 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 \$739,547.00; and

WHEREAS, the bid of SAK Construction LLC, of O'Fallon, Missouri was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2012/2013 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 SAK Construction LLC, of O'Fallon, Missouri in the amount of \$793,547.00 for the South & West Interceptor Sewer Improvements; Project No. 2012-S-4 is hereby approved as the lowest responsible bid.

BE IT FURTHER 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney