

RESOLUTION NO. R-14-28

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH BLUE NILE CONTRACTORS, INCORPORATED IN THE TOTAL AMOUNT NOT TO EXCEED \$260,617.74 FOR THE NORTHEAST 58th TERRACE AND NORTH HOWARD WATER AND SEWER IMPROVEMENTS PROJECT.

WHEREAS, eight proposals were received for the Northeast 58th Terrace and North Howard Water and Sewer Improvements, Project SB1291, and the proposal of Blue Nile Contractors, Incorporated in the amount of \$260,617.74 has been determined by the Director of Public Works and City Engineer to be lowest and best proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Blue Nile Contractors, Incorporated for work as outlined in the contract for a total amount not to exceed \$260,617.74.

FURTHER, THAT funds for such purpose are authorized from the Combined Water and Sewerage Systems Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12th DAY OF MAY 2014.



J. Brian Hill, Mayor

ATTEST:




Ruth E. Bocchino, City Clerk

MEMORANDUM

TO: Kirk L. Davis; City Manager

THROUGH: Tim Nebergall; Director of Public Works; City Engineer

FROM: Glen Whitten; Construction Contracts Coordinator 

DATE: May 6, 2014

RE: Project No. SB1291; NE 58th Terrace & N Howard Water & Sewer Improvements

Staff received the following bids for the referenced project, including Bid Alternate 1:

| | | | |
|------------------------------|--------------|----------------------------|--------------|
| Blue Nile Contractors, Inc. | \$260,617.74 | Site-Rite Construction Co. | \$394,760.00 |
| Linaweaver Construction Inc. | \$334,441.00 | SheDigs It LLC | \$422,453.00 |
| Westland Construction | \$357,055.60 | Amino Bros. | \$451,959.30 |
| Wiedenmann, Inc. | \$370,681.00 | Holthouse Construction | \$474,557.00 |

The Engineer's Estimate for this project is \$343,435.00.

This project involves the installation of approximately 550 LF of 8" sanitary sewer to serve nine (9) homes and the replacement of approximately 1300 LF of 8" water main with a history of water main breaks.

Blue Nile Contractors, Inc. is based in Claycomo, Missouri and has been in business for eleven years. Staff has worked with Blue Nile Contractors in the past; staff is very pleased with their work and is looking forward to working with them again.

Based on all available information, staff is recommending that this project be awarded to Blue Nile Contractors, Inc., at the bid price of \$260,617.74 at the next regularly scheduled City Council meeting.

Funding for this project is budgeted in the Combined Water and Sewerage Systems Fund.

If you have any questions or require additional information please contact me at your convenience.

CC: Scott Wingerson; Assistant City Manager

PART D - CONTRACT

State of Missouri

} ss:

County of Clay

THIS AGREEMENT AND INDENTURE made and entered into this, the 3rd day of June, 20 14 by and between

The City of Gladstone

party of the first part, termed in this agreement and the specifications as the "OWNER", and

Blue Nile Contractors, Inc. party of the second part, termed in this

agreement and the specifications as the "CONTRACTOR".

WITNESSETH;

THAT, WHEREAS, The Owner has heretofore caused to be prepared certain Contract Documents comprising the Notice to Bidders, Instructions to Bidders, Proposal Form, Bond Forms, Contract Form, Regulations of the Contract and the Specifications and Plans for furnishing material and constructing improvements therein fully described, and the Contractor did, on the 6th day of May, 2014, file with the Owner a Proposal to furnish said materials and construct said improvements at the terms thereto fully stated and set forth; and

WHEREAS, the said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material, construct the improvements, and pay not less than the "Prevailing Wages" called for by the said specifications and in the manner and time of furnishing and constructing same.

IT IS THEREFORE AGREED:

FIRST--That a copy of said Contract Documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

For the unit prices as set forth in the attached Proposal, having an estimated total price of: \$260,617.74, including Bid Alternate 1.

SECOND--The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in haec verba.

THIRD--This Contract is executed in quintuplicate, with distribution as specified in the Regulations of the Contract.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

ATTEST:

By: Ruth E. Bocchino
Ruth E. Bocchino
Title: City Clerk
Approved as to form:
B
Randall D. Thompson, Attorney for the Owner



Owner City of Gladstone
By: Kirk L. Davis
Kirk L. Davis
Title: City Manager

ATTEST:

By: [Signature]
Title: Secretary

Approved as to form:

By: _____
Attorney for the Contractor (Optional)

Contractor Blue Nile Contract
By: Henok Tebest
[Signature]

CORPORATE SEAL:

If Contractor is not an individual, authority for signing Contract must be shown or attached.