

**RESOLUTION NO. R-19-21**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BLUE NILE CONTRACTORS, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$1,018,913.49 FOR THE 2019 AND 2020 WATER AND SEWER MAIN REPLACEMENT FOR PROJECTS WP1986.**

**WHEREAS**, five proposals were received for the 2019 and 2020 Water and Sewer Main Replacement Projects WP1986, and the proposal of Blue Nile Contractors, Incorporated, in the amount of \$1,018,913.49 has been determined by the Director of Public Works to be the 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 \$1,018,913.49.

**FURTHER, THAT**, funds for such purpose are authorized from the Combined Waterworks and Sewerage System Funds Budget.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10<sup>TH</sup> DAY OF JUNE 2019.**



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # 19-21

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/4/2019

Department: Public Works

Meeting Date Requested: 6/10/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Contract Award, Project WP1986, 2019 and 2020 Water & Sewer Main Replacement Projects

Background: Five bids were received for this project, including Bid Alternate 1. Blue Nile Contractors, Inc. was the low bidder with a bid of \$1,018,913.49, followed by Holthouse Construction (\$1,091,792.50), SheDigsIt, Inc (\$1,339,049.00), Linaweaver Construction, Inc. (\$1,436,641.00) and J & N Utilities, Inc. (\$1,438,939.00). The project consists of the installation of over 6,600 feet of new 6" and 8" water mains on N. Montgall from NE 67th Terrace to N. Agnes, N. Agnes from N. Montgall to NE 67th Terrace, N. Olive from NE 61st Terrace to Shady Lane, N. Wayne from Northaven Drive to NE 67th Terrace, NE 75th Terrace from N. Highland to N. Woodland, and the installation of approximately 400 feet of new 8" sanitary sewer in the 6800 block of N. Grand.

Budget Discussion: Funds are budgeted in the amount of \$ 1,150,000 from the CWSS Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$650,000.00

Public/Board/Staff Input: Blue Nile Contractors has been awarded numerous water and sewer projects in recent years, including last year's water and sewer mains replacement. Staff has always been pleased with their performance, and is looking forward to working with them again on this project.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Tim Nebergall  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager

**PART D - CONTRACT**

**State of Missouri**

} ss:

**County of Clay**

**THIS AGREEMENT AND INDENTURE** made and entered into this, the 27<sup>th</sup> day of

June, 20 19 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 4<sup>th</sup> day of June, 2019, 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: \$1,018,913.49

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 Bocchino  
Ruth Bocchino  
Title: City Clerk



Approved as to form:

Chris Williams  
Chris Williams, Attorney for the Owner

Owner City of Gladstone

By: Scott Wingerson

Scott Wingerson

Title: City Manager

ATTEST:

By: Hacey Ogumbene  
Title: Secretary

Approved as to form:

By: \_\_\_\_\_  
Attorney for the Contractor (Optional)

Contractor Blue Nile Contractor.

By: Henok Tekeste  
Henok Tekeste President  
601 Spratley Ave  
Birmingham MO 64161

CORPORATE SEAL:

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