



# **City of Grand Island**

**Tuesday, February 26, 2008**

**Council Session**

## **Item G8**

**#2008-61 - Approving Bid Award for Swimming Pool Chemicals at Island Oasis**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Todd McCoy, Recreation Superintendent  
**Meeting:** February 26, 2008  
**Subject:** Island Oasis Pool Chemical Bid  
**Item #'s:** G-8  
**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

Because of the large quantity of swimming pool chemicals used at Island Oasis Water Park, the Parks and Recreation Department usually bids these products out. Contracts with swimming pool chemical suppliers have typically been for one year with the option to renew for two additional years.

## **Discussion**

Swimming pool chemicals bid: Sodium bicarbonate, hydrochloric acid, cyanuric acid, calcium hypochlorite, and sodium hypochlorite. Companies submitting bids: Hawkin Water Treatment Group of Roca, NE, Leslie's Swimming Pool Supplies of Phoenix, AZ and Aqua-Chem, Inc., Bellevue, NE.

## **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 the low bidders contract. Low bidder was Aqua Chem of Bellevue, NE.

## **Sample Motion**

Move to approve the Aqua Chem pool chemical contract.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 24, 2008 at 11:00 a.m.

**FOR:** Swimming Pool Chemicals at Island Oasis

**DEPARTMENT:** Parks and Recreation

**ESTIMATE:** \$17,000.00

**FUND/ACCOUNT:** 10044525-85535

**PUBLICATION DATE:** January 4, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<b><u>Hawkins Water Treatment Group</u></b>	<b><u>Leslie's Swimming Pool Supplies</u></b>
	Roca, NE	Phoenix, AZ
<b>Exceptions:</b>	Noted	None
<b><u>Bid Price:</u></b>		
Sodium Bicarbonate	\$ .38 per lb.	\$14.14
Hydrochloric Acid	.18 per lb.	No Bid
Cyanuric Acid	1.75 per lb.	92.00 (100 lb. drum)
Calcium Hypochlorite	1.65 per lb.	138.00
Sodium Hypochlorite	1.65 per gal.	No Bid
Hydrochloric Acid	1.25 per gal.	No Bid

<b>Bidder:</b>	<b><u>Aqua-Chem, Inc.</u></b>
	Bellevue, NE
<b>Exceptions:</b>	None
<b><u>Bid Price:</u></b>	
Sodium Bicarbonate	\$14.50 per bag
Hydrochloric Acid	24.00 per drum
Cyanuric Acid	52.25 per bag
Calcium Hypochlorite	135.00 per drum
Sodium Hypochlorite	1.16 per gal.
Hydrochloric Acid	1.25 per gal



## **CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this 13 day of February, 2008, by and between Aqua-Chem, Inc., hereinafter called the Contractor and the City of Grand Island, Nebraska, herein referred to as the City.

WITNESSETH:

THAT, WHEREAS, the City has caused contract documents to be prepared for purchase and delivery of chemicals and;

WHEREAS, the City has determined that contracting with the Contractor is in the best interest of the City and that Contractor's services will be provided at a reasonable, competitive price and that Contractor has the necessary experience, equipment and qualifications to adequately perform the service or provide the goods required by 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 of Grand Island, 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 materials, disposal costs, service 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 good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached 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 supplying goods and services under this contract according to the quantities of work/supplies actually performed/delivered as authorized and approved by the city. The Contractor will accept as full compensation therefore sums as set forth in the attached bid.

**ARTICLE III.** The Contractor hereby agrees to provide all materials and supplies for the City as set forth in the bid specifications. Regardless of the method of payment for goods and supplies, title shall vest immediately in the City.

**ARTICLE IV.** The Contractor agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by applicable Federal and State law. The Contractor further agrees to comply with the provisions of Nebraska law 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 other applicable Local, State, and Federal rules and regulations.

ARTICLE V. The term of this agreement shall be from the date of the last party signing the contract for a period of one year. The agreement may be extended in one year increments for an additional two years upon the same terms and conditions at the prices indicated in the attached bid. The City will notify Contractor before May 1, of each extension year of its intent to renew.

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 other proceeding or application, request for ruling, determination, or claim of controversy, or other particular matter, pertaining to any program requirement, or a contract or subcontract, or to any solicitation, or proposal thereof. 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.

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

Attest:

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation,

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

By: \_\_\_\_\_  
Margaret Hornady, Mayor

CONTRACTOR

By: Scott Holmeyer

RESOLUTION 2008-61

WHEREAS, the City of Grand Island invited sealed bids for Swimming Pool Chemicals at Island Oasis, according to plans and specifications on file with the Parks & Recreation Department; and

WHEREAS, on January 24, 2008, bids were received, opened and reviewed; and

WHEREAS, Aqua-Chem, Inc. of Bellevue, 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 \$14.50 per bag for Sodium Bicarbonate; \$24.00 per drum for Hydrochloric Acid; \$52.25 per bag for Cyanuric Acid; \$135.00 per drum for Calcium Hypochlorite; \$1.16 per gallon for Sodium Hypochlorite; and, \$1.25 per gallon for Hydrochloric Acid; and

WHEREAS, the bid of Aqua-Chem is less than the estimate for the swimming pool chemicals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Aqua-Chem, Inc. of Bellevue, Nebraska, said bid being \$14.50 per bag for Sodium Bicarbonate; \$24.00 per drum for Hydrochloric Acid; \$52.25 per bag for Cyanuric Acid; \$135.00 per drum for Calcium Hypochlorite; \$1.16 per gallon for Sodium Hypochlorite; and, \$1.25 per gallon for Hydrochloric Acid is hereby approved as the lowest responsible bid with options to renew a set forth in the bid specifications and response.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk