



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G9

**#2008-124 - Approving Rescinding Resolution 2008-96 Regarding
Asphalt Hot-Mix 2008 and Approving Corrected Resolution**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Approving Correction to Resolution 2008-96

Item #'s: G-9

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Streets Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt on March 4, 2008. Bid were received and opened on March 18, 2008.

Discussion

The City Council approved Resolution Number 2008-96 at the March 25, 2008 meeting awarding the contract to J.I.L. Asphalt Paving Company of Grand Island, Nebraska. The contractor was listed incorrectly in the resolution. The resolution should be approved with a bid award to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

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 pass a resolution rescinding the original resolution and passing a corrected resolution for awarding the purchase of hot-mix asphalt to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the rescinding of the original resolution and pass a corrected resolution.

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: March 18, 2008 at 11:10 a.m.

FOR: Asphalt Hot-Mix for 2008

DEPARTMENT: Public Works

ESTIMATE: \$40.00 per ton

FUND/ACCOUNT: 10033503-85547

PUBLICATION DATE: March 4, 2008

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gary Smith Construction Co., Inc.</u> Grand Island NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island NE
Bid Price:		
Type "A":	\$34.80 per ton	\$38.80 per ton
Type "B":	\$28.40 per ton	\$30.50 per ton
Type "C":	\$33.65 per ton	\$36.85 per ton

cc: Steve Riehle, Public Works Director
Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

Scott Johnson, Street Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1238

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between Gary Smith Construction Company, 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 Asphalt Hot-Mix for 2008; 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

<u>Thirty four and 80/100</u>	Dollars per ton, \$	<u>34.80</u>	/ton for Type A asphalt,
<u>Twenty eight and 40/100</u>	Dollars per ton, \$	<u>28.40</u>	/ton for Type B asphalt,
<u>Thirty three and 65/100</u>	Dollars per ton, \$	<u>33.65</u>	/ton for Type C asphalt,

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 invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City 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 Asphalt Hot-Mix for 2008.

CONTRACT AGREEMENT (Continued)

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, 2008.

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.

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

Contractor Gary Smith Constr Co / Ne

By Gary Smith

Date 04-23-08

Title Pres.

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 _____

**BID SHEET
FOR
ASPHALT HOT-MIX FOR 2008
FOR
STREET & TRANSPORTATION DIVISION
CITY OF GRAND ISLAND, NEBRASKA**

The City of Grand Island, Street and Transportation Division is accepting bids for Asphalt Hot-Mix for the calendar year 2008.

If hot-mix asphalt of the type needed by the City at the time is not available, it is understood that the City reserves the right to purchase from another vendor on a case by case basis.

Please submit prices for Hot-Mix to be picked up by Street Division personnel at your plant. Total quantity for the season could be approximately 2,000 tons.

Type "A"	\$ <u>34.80</u> per ton
Type "B"	\$ <u>28.40</u> per ton
Type "C"	\$ <u>33.65</u> per ton

*Note: The City of Grand Island does not pay Federal, State, or City tax; do not include tax in your pricing.

Dated this 18th day of MARCH 2008.

Respectfully submitted,

GARY SMITH CONST. CO., INC.
Company

2404 South North Rd
Address

Gary Smith
Signature of Bidder

308-384-8325
Telephone Number

Gary Smith
Name (print or type)

President
Title

RESOLUTION 2008-124

WHEREAS, on March 25, 2008, by Resolution 2008-96, the City Council of the City of Grand Island awarded the bid of J.I.L. Asphalt Paving Company of Grand Island, Nebraska for the purchase of hot-mix asphalt; and

WHEREAS, Resolution 2008-96 incorrectly stated the lowest responsible bidder to be J.I.L. Asphalt Paving Company; and

WHEREAS, it is necessary to amend Resolution 2008-96 to correctly award the bid to Gary Smith Construction Company of Grand Island, Nebraska for the purchase of hot-mix asphalt in the amount of \$34.80/ton for Type "A", \$28.40/ton for Type "B", and \$33.65/ton for Type "C".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2008-96 is hereby amended to correct the bid award to Gary Smith Construction Company of Grand Island, Nebraska for the purchase of hot-mix asphalt.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 7, 2008	☐ City Attorney