



City of Grand Island

Tuesday, July 08, 2008

Council Session

Item G7

#2008-183 - Approving Update to Resolution 2008-167; Bid Award of Sludge Dewatering Polymer for Belt Filter Presses at the Waste Water Treatment Plant

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 8, 2008

Subject: Approving Update to Resolution 2008-167; Bid Award of Sludge Dewatering Polymer for Belt Filter Presses at the Waste Water Treatment Plant

Item #'s: G-7

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

Background

On June 24, 2008 the City Council passed Resolution 2008-167 approving the bid award of Sludge Dewatering Polymer for belt filter presses at the Waste Water Treatment Plant.

Discussion

Resolution 2008-167 stated manufactured polymer, Nalco 71300 to be \$0.99 per pound for the current fiscal year and \$1.04 per pound for fiscal year 2008/2009. Due to the extensive testing that was required in order to compare bids received for the polymer, the 45 day guarantee of bids expired. Nalco Company has requested that the City update the prices to \$1.13 per pound for the 2007/2008 fiscal year and \$1.25 for the 2008/2009 fiscal year.

The request at this time is to update the resolution to reflect the price change.

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 update to Resolution 2008-167 to reflect the price change.

Sample Motion

Move to approve update to Resolution 2008-167.

SUPPLIER'S AGREEMENT

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of **June 2008**, by and between **Nalco Company** hereinafter called the Supplier, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement calling for bids to be published, for supply of **“Sludge Dewatering Polymer” at the Waste Water Treatment Plant**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Supplier to be the lowest responsive bidder, and has duly awarded to the said Supplier a agreement therefore, for the sum or sums named in the Supplier’s bid, a copy thereof being attached to and made a part of this agreement; and

WHEREAS, during the agreement period, the City reserves the right to restate and/or renegotiate with the Polymer Supplier such additions, deletions, or changes to the agreement as may be necessitated by law or changed circumstances. In the event that the City and the Supplier cannot come to a mutual agreement and negotiation on any such addition, deletion or change, that portion of the agreement concerning the services in the addition, deletion, or change shall be terminated after thirty (30) days following written notice to the Supplier; and

WHEREAS, during the agreement period, the Public Works Director or his or her designee shall assess the polymer supplier’s performance on the agreement and reserves the right to inspect the Supplier’s materials and methods during any specific period. In the event of a breach of the agreement by the Supplier or unsatisfactory performance as assessed by the Public Works Director, or if the Supplier performs in a manner that precludes the City from administering its functions in an effective and efficient manner, and if, after thirty (30) days following written notice to the Supplier, the City will be authorized to cancel the agreement, thereafter reserving the right to proceed against the Supplier for any and all damages permitted by law arising from said breach. The Supplier shall not be held responsible for any failure determined to the satisfaction of the Public Works Director to be due to any action or inaction on the part of the City; and

WHEREAS, the City reserves the right to provide for additional services from other polymer or other type suppliers, if the City so deems necessary. If the City elects to exercise this right, the agreement covered by the bid shall remain in effect as regards all terms, agreements and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the successful Supplier bid; and

WHEREAS, the period of the agreement for polymer shall commence within thirty (30) days of City Council approval and shall terminate on the 30th day of September, 2009. The City reserves the right to renew the agreement for one additional year period pending a mutual agreement between the City and the Supplier, and a review of agreement performance by the Supplier for the previous year; and

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Supplier for itself, himself, or themselves, and its, their , or their successors, as follows:

ARTICLE I. That the Supplier shall (a) furnish product in two hundred and seventy five (275) gallon totes; (b) deliver product ordered on site; Grand Island, Nebraska, on as needed basis, within seven (7) calendar days upon receipt of order; (c) employee services of a chemical engineer for onsite testing quarterly, and assist in technical questions via telephone during normal business hours; (d) furnish, as agent for the City,

product specified incorporated in and form a permanent part of the finished product; (e) provide and perform all necessary labor; and in accordance with the requirements, stipulations, provisions, and conditions of the bidding documents, said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, all work included in and covered by the City's official award of this agreement to the said Supplier, such award being based on the acceptance by the City of the Supplier's bid;

ARTICLE II. That the City shall pay to the supplier for the product of the work embraced in this agreement and the supplier will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of :

Manufactured Liquid Polymer for the: Belt Filter Press Process Stream

- 1) Current fiscal year through September 30, 2008

1.13 Dollars per pound of liquid polymer for product; Nalco 71300

- 2) Fiscal year October 1, 2008 through September 30, 2009

1.25 Dollars per pound of liquid polymer for product; Nalco 71300

for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payment of invoices thereof to be made in cash or its equivalent in the manner provided in the bidding documents.

ARTICLE III. The supplier 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 supplier 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 supplier. 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 supplier shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the supplier'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 **"Sludge Dewatering Polymer" at the Waste Water Treatment Plant.**

ARTICLE IV. The Supplier agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Supplier 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 agreement, the supplier 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 Supplier agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE V. The Supplier shall provide the services within the period of time stipulated above, unless an extension of time is granted by the City Council.

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

Supplier _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2008-183

THAT WHEREAS, Advertisement to Bidders for Sludge Dewatering Polymer was published in the Grand Island Daily Independent on February 15, 2008; and

WHEREAS, the City of Grand Island, Public Works Department, Waste Water Division has concluded testing of proposed Sludge Dewatering Polymer for the Belt Filter Press process; and

WHEREAS, Consolidated Equipment Company, of Omaha, Nebraska being the supplier of a manufactured liquid polymer, such being labeled Ashland K148L; and

WHEREAS, Consolidated Equipment Company, of Omaha, Nebraska has shown best performance range, historically and in testing of foresaid polymer in the Belt Filter Press facility based on variable ranges of solids processed; and

WHEREAS, Nalco Company, of Naperville, Illinois being the supplier of a manufactured liquid polymer, such being labeled Nalco 71300; and

WHEREAS, Nalco Company, of Naperville, Illinois has shown best value in testing of foresaid proposed polymer in the Belt Filter Press facility based on cost per ton of solids processed; and

WHEREAS, due to extensive testing required to compare bids the 45 day guarantee of bids expired and due to increased fuel prices has caused Nalco Company to raise the price to \$1.13 per pound for current fiscal year thru 30 September 2008 and \$1.25 per pound for fiscal year 1 October 2008 thru 30 September 2009; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the supply of a manufactured polymer; Nalco 71300, in the amount of \$ 1.13 per pound for current fiscal year and \$1.25 per pound for next fiscal year for supply and services in Sludge Dewatering Polymer for the Belt Filter Press process is hereby approved as the primary manufactured liquid polymer proposed for the best value per ton of solids processed; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the supply of a manufactured liquid polymer; Ashland K148L in the annual expenditure amount of \$63,000.00 for current fiscal year thru 30 September 2008; and in the annual expenditure amount of \$ 100,000.00 for fiscal year 1 October 2008 thru 30 September 2009 for supply and services in Sludge Dewatering Polymer for the Belt Filter Press process is hereby approved as a secondary manufactured liquid polymer proven in solids processing; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a non-inclusive agreement for such proposed Sludge Dewatering Polymer for the Belt Filter Press process on behalf of the City of Grand Island with Nalco Company, of Naperville, Illinois as the primary supplier.

BE IT FURTHER RESOLVED, that an annual expenditure with Consolidated Equipment Company is hereby approved.

BE IT FURTHER RESOLVED, that Resolution No. 2008-167 is rescinded.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk