

**ADVERTISEMENT TO BIDDERS
FOR
ASPHALT HOT-MIX FOR 2010
FOR
STREET DIVISION
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be **received at the office of the City Clerk**, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802, until 2:15 pm (local time) on March 2, 2010, for furnishing **Asphalt Hot-Mix for 2010**, for the City of Grand Island. Bids will be publicly opened at this time in the City Council Conference Room #1, located on the first floor of City Hall. Bids received after the specified time will be returned unopened to sender.

Specifications are on file in the office of the Street Division. Bids shall be submitted on forms that will be furnished by the City. The original plus one copy must be submitted and the envelope clearly marked as the bid for Asphalt Hot-Mix for 2010.

Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the purchaser based on conformity to specifications, price, availability, and quality. The Purchaser reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City.

No bidder may withdraw said bid for a period of 60 days after date of bid opening.

RaNae Edwards
City Clerk

**CITY OF GRAND ISLAND
BID REQUEST INSTRUCTIONS**

The City of Grand Island, Nebraska, Public Works Department, Street Division, requests sealed bids for the following:

Asphalt Hot-Mix for 2010

As part of the Bid Request the following items are attached:

**Advertisement to Bidders
Bid Request Instructions
Bid Sheet**

Sealed bids must be received by 2:15 p.m. (local time) on March 2, 2010, and be addressed to:

**City Clerk
City of Grand Island
100 East 1st Street
P.O. Box 1968, Grand Island, NE 68802-1968**

Bid must include the following:

Completed Bid Sheet – Attached

Include the original plus one copy and clearly mark the envelope as the bid for Asphalt Hot-Mix for 2010.

Please direct bid questions to Scott M. Johnson, Street Superintendent, at (308) 385-5322 or fax to (308) 385-5373.

**BID SHEET
FOR
ASPHALT HOT-MIX FOR 2010
FOR
STREET DIVISION
CITY OF GRAND ISLAND, NEBRASKA**

The City of Grand Island, Street Division is accepting bids for Asphalt Hot-Mix for the calendar year 2010.

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 1,600 tons.

Type "A"	\$ _____	per ton
Type "BC"	\$ _____	per ton
Type "C"	\$ _____	per ton
SuperPave	\$ _____	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 _____ day of _____ 2010.

Respectfully submitted,

Company	Address
Signature of Bidder	Telephone Number
Name (print or type)	Title

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between _____ 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 2010; 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

_____ Dollars per ton, \$ _____	/ton for Type A asphalt,
_____ Dollars per ton, \$ _____	/ton for Type BC asphalt,
_____ Dollars per ton, \$ _____	/ton for Type C asphalt,
_____ Dollars per ton, \$ _____	/ton for SuperPave,

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 2010.

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, 2010.

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.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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

Contractor _____

By _____

Date _____

Title _____

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 _____