

ORDINANCE NO. 96-65 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH INDUSTRIAL VACUUM OF EUCLID, OHIO
FOR THE PURCHASE OF AN ASPHALT PATCHER AND
DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Industrial Vacuum of Euclid, Ohio, being the lowest and best bid submitted for the purchase of an asphalt patcher, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract in accordance with their bid, and in an amount not to exceed \$62,000.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to accept a competitive bid prior to its expiration date"

and shall take effect immediately upon passage.

PASSED: 1st Reading - July 1, 1996 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: July 2, 1996

EFFECTIVE DATE: July 2, 1996

AGREEMENT

This Agreement, made this _____ day of _____, 19____, by and between the City of Oberlin, Ohio, hereinafter called the "Owner", acting herein through its City Manager, and Industrial Vacuum Parts & Repair doing business as (a corporation) (~~a partnership~~) (~~an individual~~) in the City of Euclid, County of Cuyahoga and State of Ohio hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish equipment in accordance with the terms of the Contract Documents.
2. The following variations from the Contract Documents and or options have been agreed to: In-stock demo unit
3. The term "Contract Documents" means and includes the following:
 - a) Advertisement for Bids
 - b) Instruction to Bidders
 - c) EEO and MBE Documentation
 - d) Bid including all attachments thereto.
 - e) Bid Bond
 - f) Delinquent Personal Property Tax Affidavit
 - g) Notice of Award
 - h) Agreement (with Legal & Fiscal Officers' Certificates)
 - i) Specifications
 - j) Addenda: NoneNo. _____, dated _____, 19____.
4. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Documents, such amounts as required by this Agreement.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

AGREEMENT (pg 2)

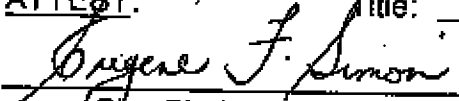
Owner: City of Oberlin, Ohio


(Seal)

By: 

ATTEST:

Title: City Manager


(City Clerk)


(Witness)

Contractor: INDUSTRIAL VACUUM PARTS & REPAIR, INC.

By: 

ROBERT E. CARPENTER, JR.

Title: PRESIDENT

(Seal)

Address: 26420 Lakeland Blvd
Euclid, Ohio 44132

ATTEST:

Phone: (216) 731-5000


(Secretary, if Corporation)


(Witness)

City of Oberlin

85 South Main Street, Oberlin, Ohio 44074


DATE: June 27, 1996
 TO: City Council
 FROM: Rob DiSpirito, City Manager *RGD*
 RE: Pavement Patcher

The City has re-bid for a pavement patcher with which to apply hot patch to our streets as repairs. Hot patch material is much more effective than the cold patch we have historically used to plug potholes and make other small repairs. I have attached Mike Sigg's report on the bids, as well as some product information.

Attachment

Accounts Payable/Income Tax	775-7213	Finance/Utility Billing	775-7211 / 775-7212	Public Works Office	775-7217
Territory	775-7252	Fire Department	774-3211	Recreation Department	775-7254
City Manager	775-1531	Municipal Court	775-1751	Street Department	775-7270
Clerk of Council	775-7203	Municipal Light & Power	775-7260	Wastewater Department	775-7280
Code Administrator	775-1531	Planning Commission	775-7250	Water Department	775-7291
Community Services Department	775-7251	Police Department	774-1061	City Hall Fax	775-7208
Economic Development Office	775-7257	Prosecutor's Office	775-7298	Municipal Light & Power Fax	775-1546
				TDD	775-7244

MEMORANDUM

TO: Rob DiSpirito, City Manager
FROM: Michael Sigg, Director of Public Works.
DATE: June 20, 1996
RE: Pavement Patcher

The City opened bids for a pavement patcher. This was a re-bid of a February bid where all bids were rejected (see attached memo).

Two bids were received:

H.D. Industries bid a ProPatch at \$71,704. While it is the belief of the GMD Supt that this was the superior machine, the bidder was rejected for failure to comply with the City's MBE requirements. In the previous bid this bidder failed to comply with bonding requirements.

✓ **Industrial Vacuum** bid a Thermolay at \$62,000. The unit bid is a 1991 demo unit with 17,500 miles on the chassis and 25 hours on the asphalt unit. Industrial is offering a 1 year warranty (same as new unit). This is the same demo as was bid previously by Road Machinery. Road M has since gone out of business.

I recommend purchase of the Thermolay.

COPY

MEMORANDUM

TO: Ron Twining, Interim City Manager
FROM: Michael Sigg, Director of Public Works
David Rucker, Superintendent of GMD
DATE: March 26, 1996
RE: Pavement Patcher

In February 1996 the City opened bids for a pavement patcher. Three bids were received. The staff has spent considerable time looking at the units, reviewing specifications, and speaking with users. Our analysis and recommendation follows:

Valley Ford bid a Patchman at a price of \$84,522. The specifications requested a list of ten users. Patchman was only able to supply one reference. This reference did not speak highly of the unit.

H.D. Industries bid a ProPatch at \$70,558.00. Of the three machines bid this unit was judged by the Street Supt to be the superior machine. The bidder did not include a bid bond and, it is our understanding this is a fatal flaw in the bid.

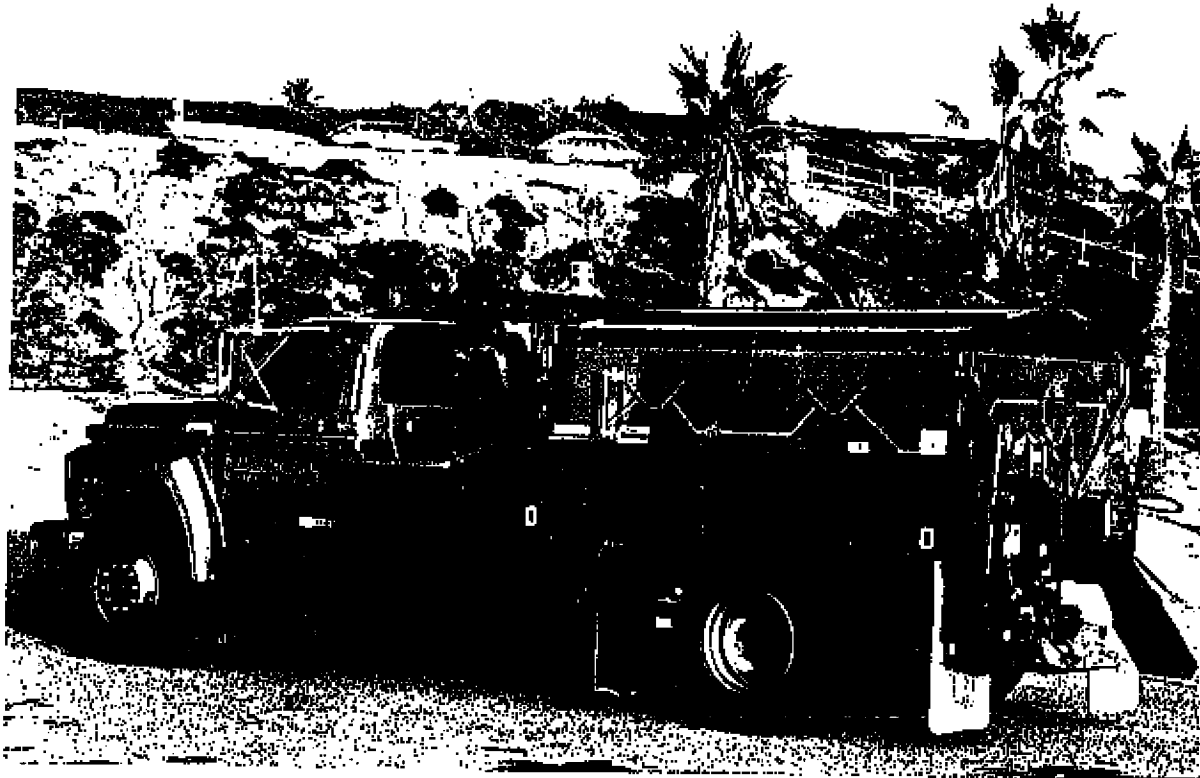
Road Machinery bid a Thermolay at \$65,500.00. The unit bid is a 1991 demo unit and no warranty was included. Road Machinery no longer sells Thermolay. We believe the difference in price (\$5,000) is not sufficient an inducement to purchase a 5 year old discontinued unit.

It is the recommendation of the Public Works Department that all bids be rejected and the machine re-advertised.

PERMANENT

**LOOK!!
at these
Features!!**

2 Person Operation
One Integrated Machine
Built-in Tack Oil Tank
4 1/4 or 6 1/4 cu. yd.
Uses HOT or COLD Mix
Radiant Oil Heated
Propane & Electric Heaters
Hydraulically Operated
All Weather Operation
Heated Tack Oil Storage
Heated Asphalt Mix
Tool Storage
Fully Insulated Body
Hydraulic Doors
Low Fuel Consumption
Safety Engineered
Built to Last
Highest Quality Components



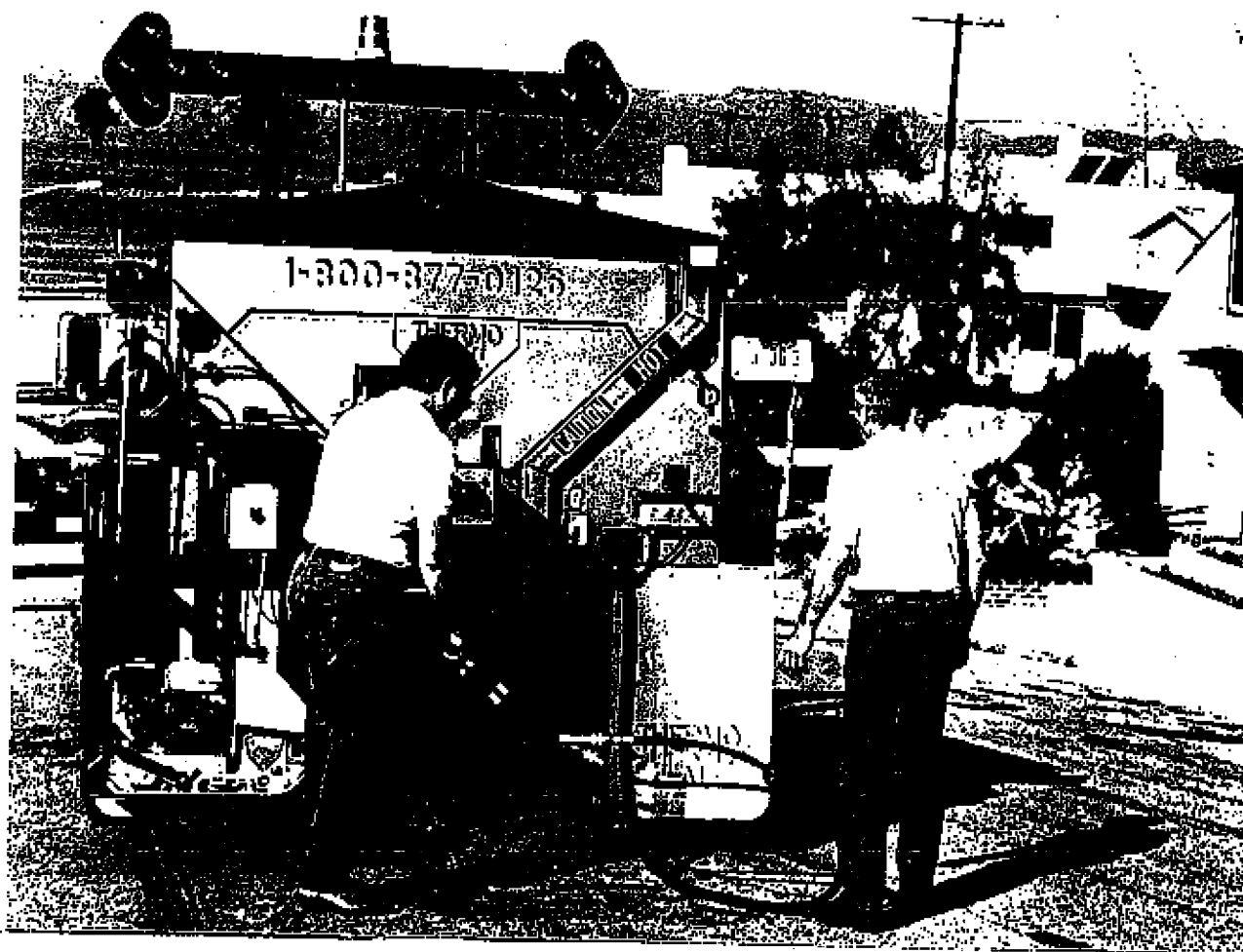
ASPHALT REPAIR

THERMO
LAY
HOT ASPHALT
AND
SANDING MACHINE

Thermo-Lay has the answers to your year-round road maintenance problems. From making permanent asphalt repairs in any weather to sanding icy roads, Thermo-Lay can do it... with just one piece of equipment and a one or two person crew.

No job is too large, small or tough for the Thermo-Lay machine to efficiently handle. And by freeing members of your usual crew to complete other tasks, Thermo-Lay saves you time and money while improving your asphalt roads.

In cities from coast to coast and throughout Canada, Thermo-Lay has changed the way asphalt repair and road maintenance is done. So we're not surprised that other companies are claiming to do the same. But the fact of the matter is, as the pioneer in permanent asphalt repair equipment, Thermo-Lay set the industry standard—standards that leave the others behind.



BID TAB
ASPHALT PATCHER

06/20/96

BIDDER

BASE
BID

BID
BOND

Industrial Vacuum \$102,000

(Y) N

HDD Industries \$71,704


(Y) (X)

Jack Dohenev No Bid

Y (N)

City of
Oberlin
85 South Main Street, Oberlin Ohio 44074

MEMORANDUM

DATE: June 21, 1996
TO: Rob DiSpirito, City Manager
FROM:  Marshall E. Whitehead, Contract Compliance Officer
RE: **MBE ANALYSIS - POTHOLE PATCHER BID**

I have analyzed bids for the above. The goal for this project was set at 1% and I find the following:

APPROVED

Industrial Vacuum Parts & Repair, Inc. - 3% MBE participation with Johnson's Driveway (MBE#96-31)

NOT APPROVED

H.D. Industrial - 0% MBE participation and No Good Faith Effort

cc: Sharon Pearson, Assistant to Administration
Michael Sigg, Public Works Director
MBE Committee Members
File

C:\WPDOCS\FILES\MBE\BID