



# City of Grand Island

Tuesday, February 13, 2018

Council Session

## Item G-16

**#2018-43 - Approving Proposal to Provide Services for Emptying  
City Park Trash Barrels for Parks Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** February 13, 2018

**Subject:** Consideration to Approve Park Trash Barrel Emptying Service

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

It was decided during the 2017-18 City Budget discussions that two park maintenance positions would be reduced. Plans were formed to offset staff reductions by reducing athletic field preparation and outsourcing certain park maintenance functions such as emptying trash barrels.

On December 17, 2017 the Parks and Recreation Department advertised for proposals to empty trash barrels during the busy parks season. Businesses were asked to provide pricing for emptying 269 trash barrels in 28 locations twice per week starting in April and ending October 15, 2018.

## **Discussion**

Five companies responded to the trash barrel service Request for Proposal.

- Jerry's Lawn & Tree Service, Grand Island, Nebraska
- Rick's Fertilizing LLC., Grand Island, Nebraska
- Mid-Nebraska Disposal, Inc., Grand Island, Nebraska
- Rathjen Power Washing, Grand Island, Nebraska
- Tom's Tree Service, Grand Island, Nebraska

Rick's Fertilizing LLC is recommended by staff because of their experience, positive references, ability of equipment to meet requirements, and overall value of their proposal. Rick's Fertilizing LLC agrees to provide the service for a contract amount of \$3.00 per barrel/empty. The anticipated annual contract amount is \$45,999.00.

Funding will be provided by account 10044403-85213.

## **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 City Council approve the contract with Rick's Fertilizing LLC, Grand Island, Nebraska to empty trash barrels in City parks.

## **Sample Motion**

Move to approve the agreement with Rick's Fertilizing LLC to empty park trash barrels for an amount of \$3.00 per barrel with an anticipated annual amount of \$45,999.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
PROVIDE SERVICES FOR EMPTYING CITY PARK TRASH BARRELS**

**RFP DUE DATE:** January 18, 2018 at 4:00 p.m.

**DEPARTMENT:** Parks & Recreation

**PUBLICATION DATE:** December 17, 2017

**NO. POTENTIAL BIDDERS:** 15

**SUMMARY OF PROPOSALS RECEIVED**

**Jerry's Lawn & Tree Service**  
Grand Island, NE

**Rick's Fertilizer**  
Grand Island, NE

**Mid-Nebraska Disposal, Inc.**  
Grand Island, NE

**Rathjen Power Washing**  
Grand Island, NE

**Tom's Tree Service**  
Grand Island, NE

cc: Todd McCoy, Parks & Rec. Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Renae Jimenez, Finance Director  
Frank Slezak, Park Superintendent

**P2025**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Rick's Fertilizing Llc. 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 proposals to be published, to **Provide Services for Emptying City Park Trash Barrels**; 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 and responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, 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/herself/for themselves, and its, his/her, 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 proposal;

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 (subject to adjustment as provided by the contract) of Three Dollars \$3.00 per barrel emptying with an anticipated annual cost of \$45,999.00 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. 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.

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 to **Provide Services for Emptying City Park Trash Barrels**.

page 1 of 2

CONTRACT AGREEMENT (Continued)

ARTICLE N. The contractor shall start work beginning April 2, 2018 after the contract is signed and the required insurance is approved and that the Contractor shall complete work October 15, 2018. Each trash barrel must be emptied twice a week on Mondays and Fridays.

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. 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. Contractor

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

The contract and insurance are in due form according to law and are hereby approved.

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for the City

R E S O L U T I O N   2018-43

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) to Provide Services for Emptying City Park Trash Barrels for the Park Maintenance Division; and

WHEREAS, five (5) request for proposals were received; and

WHEREAS, Rick's Fertilizing LLC. from Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$3.00 per barrel emptying with an anticipated annual total of \$45,999.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Rick's Fertilizing LLC. from Grand Island, Nebraska to Provide Services for Emptying City Park Trash Barrels for the Park Maintenance Division is hereby approved at a cost of \$3.00 per barrel emptying with an anticipated annual total of \$45,999.00.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 13, 2018.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
February 12, 2018	☐ City Attorney