



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-5

**#2018-361 - Approving Award of Snow Removal Operations-
Downtown Parking Lots**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 4, 2018

Subject: Approving Award of Snow Removal Operations-
Downtown Parking Lots

Presenter(s): John Collins PE, Public Works Director

Background

A Request for Proposals (RFP) for snow removal operations for City owned downtown parking lots was advertised in the Grand Island Independent on November 7, 2018. The RFP was also sent to fourteen (14) potential firms by the Engineering Division of the Public Works Department.

Discussion

One (1) submittal was opened on November 21, 2018, reviewed and evaluated.

Using the evaluation criteria set out in the Request for Proposals the submittal from AMP Works of Grand Island, Nebraska was scored as the highest ranking firm. Snow removal will be paid at an established rate, on an accumulation basis per lot, with a minimum amount of \$10,000.00 for FY 2018/2019. Such contract will also include hauling snow from the downtown lot areas as needed, and deicing applications should they be necessary.

For the past five (5) years snow removal in the City owned downtown parking lots has averaged \$14,847.72 per year.

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 the award of Snow Removal Operations- Downtown Parking Lots to AMP Works of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SNOW REMOVAL OPERATIONS – DOWNTOWN PARKING LOTS**

RFP DUE DATE: November 21, 2018 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: November 7, 2018

NO. POTENTIAL BIDDERS: 14

SUMMARY OF PROPOSALS RECEIVED

AMP Works
Grand Island, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director

P2085

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between AMP Works, 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, for furnishing equipment and labor for snow removal operations; 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 proposer complying with Chapter 73, Revised Statutes of Nebraska, and has duly awarded to 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 to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, and its, theirs, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools equipment, superintendence, transportation, and other construction accessories, 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 Specifications Form, 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. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

Parking Lot 1- Walnut Street and South Front Street (north side)

<3"= \$270.00 per occurrence
3.1- 6"= \$490.00 per occurrence
6.1- 9"= \$875.00 per occurrence
9.1-12"= \$980.00 per occurrence
>12"+= \$135.00 per inch per occurrence

Parking Lot 2- Walnut Street and South Front Street (south side)

<3"= \$540.00 per occurrence
3.1- 6"= \$975.00 per occurrence
6.1- 9"= \$1,760.00 per occurrence
9.1-12"= \$1,995.00 per occurrence
>12"+= \$225.00 per inch per occurrence

Parking Lot 3- Locust Street and South Front Street

<3"= \$115.00 per occurrence
3.1- 6"= \$200.00 per occurrence
6.1- 9"= \$365.00 per occurrence
9.1-12"= \$415.00 per occurrence
>12"+= \$65.00 per inch per occurrence

Parking Lot 4- Pine Street and South Front Street

<3"= \$115.00 per occurrence
3.1- 6"= \$200.00 per occurrence
6.1- 9"= \$365.00 per occurrence
9.1-12"= \$415.00 per occurrence
>12"+= \$65.00 per inch per occurrence

Parking Lot 5- Pine Street and 3rd Street

<3"= \$200.00 per occurrence
3.1- 6"= \$370.00 per occurrence
6.1- 9"= \$665.00 per occurrence
9.1-12"= \$750.00 per occurrence
>12"+= \$100.00 per inch per occurrence

Parking Lot 6- Walnut Street and 2nd Street

<3"= \$200.00 per occurrence
3.1- 6"= \$370.00 per occurrence
6.1- 9"= \$664.00 per occurrence
9.1-12"= \$750.00 per occurrence
>12"+= \$100.00 per inch per occurrence

Parking Lot 7- Locust Street and 1st Street (Equitable Parking Lot- only haul snow from ramp)

\$250.00 per hour for large loader (>3 yd)
\$150.00 per hour for small loader (<3 yd)
\$140.00 per hour for heavy spec truck, cart and tractor or equivalent equipment
*equipment preference will be at the discretion of the contractor and billed accordingly

Parking Lot 8- Walnut Street and 1st Street

<3"= \$455.00 per occurrence
3.1- 6"= \$830.00 per occurrence
6.1- 9"= \$1,490.00 per occurrence
9.1-12"= \$1,675.00 per occurrence
>12"+= \$200.00 per inch per occurrence

Parking Lot 9- Wheeler Avenue and 1st Street

<3"= \$133.00 per occurrence
3.1- 6"= \$245.00 per occurrence
6.1- 9"= \$435.00 per occurrence
9.1-12"= \$490.00 per occurrence
>12"+= \$80.00 per inch per occurrence

Snow accumulation amount shall be based on the record kept by the National Weather Service and measured by the amount received at the Central Nebraska Regional Airport.

Deicing agent to be applied at the rate of \$.70 per pound, one application shall be standard with each snow removal occurrence. Additional applications shall be at the discretion of the Public Works Director.

Contract minimum charge of \$10,000.00 shall apply.

Payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. There will be no need for materials or supplies to be incorporated into this particular work for the City.

ARTICLE IV. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2019. The City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by either party on or before July 31st of any year this agreement continues in full force and effect.

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.

ARTICLE VI. 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 and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VIII. 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 IX. 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 X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, gender or political affiliation.

ARTICLE XII. LB 403: Every public contractor and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

AMP WORKS

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractors or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2018-361

WHEREAS, the City Of Grand Island invited submittals for Snow Removal Operations- Downtown Parking Lots, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on November 21, 2018 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, AMP Works, of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at an established rate, on an accumulation basis per lot, with a minimum amount of \$10,000.00 for FY 2018/2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from AMP Works of Grand Island, Nebraska for Snow Removal Operations- Downtown Parking Lots is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney