



# City of Grand Island

Tuesday, March 24, 2020

Council Session

## Item G-8

**#2020-72 - Approving Bid Award for Veteran's Home Cemetery  
Maintenance - City Parks & Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

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

**Meeting:** March 24, 2020

**Subject:** Consideration to Approve Veteran's Home Cemetery Maintenance

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

## Background

In February of this year the City took over the responsibility of the Veteran's Home Cemetery.

On March 1, 2020 the Parks and Recreation Department advertised for bids to maintain the cemetery including services such as mowing, trimming, fertilizing, litter control, etc. Businesses were asked to provide pricing for this calendar year only.

## Discussion

Two companies responded to the Bid:

- GMP Fertilizing & Lawncare, LLC, Grand Island, Nebraska
- Carey's Lawnscape, Inc., Grand Island, Nebraska

GMP Fertilizing & Lawncare is recommended by staff because of their experience and overall value of their bid. Work performed will be at an established rate on a per visit basis as stated in the bid.

The Finance Department proposes to use revenue from the Veteran's Home property farm lease to offset expenses.

## 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 a contract with GMP Fertilizing & Lawncare LLC, Grand Island, Nebraska to maintain the Veteran's Home Cemetery.

### **Sample Motion**

Move to approve the contract with GMP Fertilizing & Lawncare LLC to maintain the Veteran's Home Cemetery at an established rate on a per visit basis as stated in bid.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 11, 2020 at 2:00 p.m.  
**FOR:** Veteran's Home Cemetery Maintenance  
**DEPARTMENT:** Parks & Recreation  
**ESTIMATE:** \$50,000.00  
**FUND/ACCOUNT:** 10044405-85390  
**PUBLICATION DATE:** March 1, 2020  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>GMP Fertilizing &amp; Lawncare, LLC</u></b> Grand Island, NE	<b><u>Carey's Lawnscape, inc.</u></b> Grand Island, NE
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>Mowing:</b>	\$395.00	\$725.00 - \$18,850.00
<b>Trimming:</b>	\$175.00	\$Included w/mowing
<b>Fertilizing:</b>	\$800.00	\$1,950.00 - \$7,800.00
<b>Grounds Litter:</b>	\$ 30.00	Included
<b>Trash Disposal:</b>	\$ 25.00	Included
<b>Winterize Irrig:</b>	No Bid	\$250.00
<b>Spring Irrig. Test:</b>	No Bid	\$150.00
<b>Aerification:</b>	\$500.00	\$350.00
<b>Apply Mulch:</b>	\$105.00	\$125.00
<b>Pre-emergent:</b>	\$900.00	Included
<b>Grub Control:</b>	\$900.00	\$2,500.00 w/fertilization - additional
<b>Fungicide:</b>	\$800.00	\$ 225.00 w/fertilization – additional
<b>Over-seeding:</b>	\$ .45	\$ .45 sq ft – 500 sq ft min-additional
<b>Broadleaf Weed:</b>	\$600.00	Included in fertilizer
<b>Reset Headstones:</b>	No Bid	\$ 65.00 each additional
<b>Backflow Test:</b>	No Bid	\$ 55.00 per device

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director

**P2198**

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between GMP Fertilizing & Lawncare, 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 bids to be published, for **VETERAN'S HOME CEMETERY MAINTENANCE**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible 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 at an established rate on a per visit basis as stated in the bid 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 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. 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.

<b><u>SERVICES – Per Visit</u></b>	<b><u>UNIT PRICE</u></b>
Mowing (4.66 acres)	\$395.00
Trimming	\$175.00
Fertilizing (4.66 acres)	\$800.00
Grounds Litter and Debris Control	\$30.00
Trash Receptacle Disposal	\$25.00
Winterize Irrigation	No bid
Spring Irrigation Test	No bid
Aerification (4.66 acres)	\$500.00
Apply Mulch Layer (approx. 90 sq. ft.)	\$105.00
Pre-emergent Application (4.66 acres)	\$900.00
<b>ADDITIONAL "EXTRA WORK" AS REQUESTED</b>	
Grub Control per application (4.66 acres)	\$900.00
Fungicide per Application	\$800.00
Over-seeding bare areas per square foot	\$.45 cents
Broadleaf Weed Control per Application (4.66 acres)	\$600.00
Reset Settled Headstones per marker	No bid
Backflow Inspection test	No Bid

CONTRACT AGREEMENT (Continued)

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 the **VETERAN'S HOME CEMETERY MAINTENANCE.**

ARTICLE IV. This contract shall run April 1, 2020 through March 31, 2021.

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. Every public contractor and his, her or its 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 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 as of the date and year first above written.

Contractor GMP  
By QA [Signature]  
Title CEO

Date 3/17/20

CITY OF GRAND ISLAND, NEBRASKA,

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

Date \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

RESOLUTION 2020-72

WHEREAS, the City of Grand Island invited sealed bids for Veteran's Home Cemetery Maintenance at the Nebraska Veteran's Home according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on March 11, 2020, two (2) bids were received, opened and reviewed; and

WHEREAS, GMP Fertilizing & Lawncare, LLC from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with work performed at an established rate on a per visit basis as stated in bid; and

WHEREAS, the Finance Department proposes to use revenue from the Veteran's Home property farm lease to offset expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from GMP Fertilizing & Lawncare, LLC from Grand Island, Nebraska for an established rate on a per visit basis for Veteran's Home Cemetery Maintenance at the Nebraska Veteran's Home is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 20, 2020	☐ City Attorney