



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G12

**#2008-356 - Approving Snow Removal Contract at the Law
Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 16, 2008

Subject: Snow Removal Contract at the Law Enforcement Center

Item #'s: G-12

Presenter(s): Steven Lamken, Police Chief

Background

The police department sought bids in 2007 for snow removal at the Law Enforcement Center. We received one bid, which was accepted, from A1 Snow Removal. The contract was for one year with the option to renew left at the discretion of the City Council. The contract began on December 15th, 2007 and is scheduled to terminate one year from first service, which occurred on December 21st, 2007.

Discussion

Due to increasing operating costs, A1 Snow removal has requested a 5% increase in the contract payments. This increase is allowed by the terms of the original contract.

We are very satisfied with the service from A1 Snow Removal.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Request a new bid process.

Recommendation

City Administration recommends that the Council approve a renewal of the contract with A1 Snow removal for the period beginning December 21st, 2008 and terminating on December 20th, 2009.

Sample Motion

Move to approve the renewal of the contract for snow removal at the Law Enforcement Center with A-1 Snow Removal for a period beginning December 21, 2008 and ending December 20, 2009.

Contract Agreement

THIS AGREEMENT made and entered into this 29 day of November, 2007
by and between A-1 Snow Removal hereafter called the Contractor
and the **CITY OF GRAND ISLAND, NEBRASKA**, hereafter called the City.

WITNESSETH:

THAT WHEREAS, in accordance with the law, the City has caused documents to be prepared and an advertisement calling for bids to be published, for furnishing equipment and labor for snow removal operations at the Grand Island/Hall County Law Enforcement Center; and

WHEREAS, the City in the manner prescribed by the law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder complying with Chapter 73, Revised Statutes of Nebraska and had 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, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all superintendence and services (b) provide and perform all necessary labor (c) provide the necessary equipment 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 of Work said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and 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 services as follows:

24 foot fold-up box blade -	\$300.00 per hour
Case loader with box blade	\$120.00 per hour
Trucking	\$ 40.00 per hour

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

ARTICLE III. All labor equipment, materials, and supplies shall be furnished by the contractor.

ARTICLE IV. That the contract shall take effect upon December 15, 2007 and shall terminate one calendar year from the first day the Contractor provides services. The contract may be renewed by the City Council, in its sole discretion, for additional one year periods subject to the availability and appropriation of funds. Upon written request, the City may adjust contract payments on an annual basis not to exceed five percent of the total contract. Any such request must be submitted in writing before May 1 and any such increase will not be effective until the beginning of the next term.

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. 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 therefor. 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 VIII. This contract may be cancelled in sixty days upon receipt of written notice of cancellation by either party.

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

(Contractor)

By A-1 Snow Removal
Al J. Huns

Date 11-29-07

Title Owner

CITY OF GRAND ISLAND, NEBRASKA

By Margaret Hornsby

Date 12-4-07

Attest Rae Edwards
City Clerk

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

[Signature]
Attorney for the City

Date 11-30-07

SPECIFICATIONS/BID DOCUMENT FOR SNOW REMOVAL OPERATIONS

LAW ENFORCEMENT CENTER 1021 EAST U.S. HIGHWAY 30 GRAND ISLAND, NEBRASKA

SPECIFICATIONS

Bids must be submitted to the Office of the City Clerk no later than 11:15 a.m. on Thursday, November 15, 2007. Bids received after the above date and time will be returned unopened to the sender.

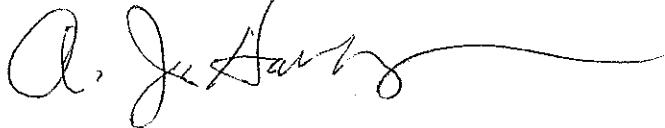
1. The Contractor agrees to furnish equipment and labor for snow removal operations (plow and other related work) as requested by the Police Department of the City. Equipment shall mean adequate snow removal equipment to clean the drives, parking lots and sidewalks of snow. Labor shall mean adequate personnel to operate the equipment on an on call basis, all days of the week to remove the snow upon notice. Specifically:
 - Contractor shall provide equipment and labor to remove snow from all drives and parking lots and pile snow in designated locations on the parking surface.
 - Contractor shall provide equipment and labor to remove snow to include the frontage sidewalk on U.S. Highway 30.
2. Because time is of the essence in snow removal operations, and the Law Enforcement Center provides essential public safety services, the Contractor shall be capable of mobilizing its labor and equipment to begin operations at the Center with two (2) hours notice by the City.
3. The Bid Price will be based on hourly cost of services per piece of equipment. Payment for services shall be based actual time worked. The contractor shall keep a log of time worked to include starting time and ending time when providing services. Payment shall be made at a regularly scheduled City Council Meeting after satisfactory completion of the work and acceptance by the City's Police Department.
4. A Police Department supervisor or manager will serve as the contact person for the Police Department in authorizing snow removal services and coordination of services between the contractor and the Police Department.
5. The Police Department shall provide access to secured parking areas and arrange for the moving of vehicles when necessary.
6. The Police Department shall coordinate with the contractor to designate locations where snow may be piled on the parking lots of the Center.
7. The Contractor covenants and agrees to comply with the provisions of Section 73-102 and 48-657, Revised Statutes of Nebraska, pertaining to "Fair Labor Standards" and "Unemployment Compensation Fund" of the State of Nebraska.
8. The Contractor agrees at all times to observe and comply with all national, state and local laws and ordinances and regulations and to save harmless the City, it's officers and

May 1, 2008

Chief Lamken,

Due to an increase in operating costs, I am requesting a 5% increase in the payments for snow removal as allowed by contract for the calendar year 2009.

A-1 Snow Removal

A handwritten signature in cursive script, appearing to read "A. J. Lantz", followed by a long horizontal flourish.

RESOLUTION 2008-356

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Police Department; and

WHEREAS, on November 15, 2007, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska, submitted the only bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	Cost Per Hour
24' Foldup Box Blade	\$300.00 per hour
Case Loader w/ Box Blade	\$120.00 per hour
Trucking if Needed	\$ 40.00 per load

WHEREAS, A1 Snow Removal has requested a 5% fee increase to the aforementioned fee schedule as allowed within the contract for the renewal period to cover December 21, 2008 to December 20, 2009, and

WHEREAS, the police department is satisfied with the past service by A1 Snow Removal and both parties wish to continue the contract under these terms.

	Cost Per Hour
24' Foldup Box Blade	\$315.00 per hour
Case Loader w/ Box Blade	\$126.00 per hour
Trucking if Needed	\$ 42.00 per load

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, THAT THE BID OF A-1 Snow Removal of Grand Island, Nebraska for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED that a contract between the City and such contractor for such snow removal services is entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney

RaNae Edwards, City Clerk