



# City of Grand Island

Tuesday, October 27, 2009

Council Session

## Item G4

**#2009-275 - Approving Bid Award for Downtown Parking Lot  
Snow Removal Operations for the 2009/2010 Winter Season**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 27, 2009

**Subject:** Approving Bid Award for Downtown Parking Lot Snow Removal Operations for the 2009/2010 Winter Season

**Item #'s:** G-4

**Presenter(s):** Steven P. Riehle, Public Works Director

## Background

On October 14, 2009 the Engineering Division of the Public Works Department advertised for bids for Downtown Parking Lot Snow Removal Operations for the 2009/2010 winter season including equipment and labor.

There were four (4) potential bidders for this work.

## Discussion

One bid was received and opened on October 20, 2009. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

| <b>Bidder</b>    | <b>Description</b>                             | <b>Unit</b>       | <b>Estimate</b>   |
|------------------|--|-------------------|-------------------|
| A-1 Snow Removal | Trucks for hauling snow                        | \$ 50.00 per load | \$170.00 per load |
|                  | Front End Loaders/Tractors                     | \$132.00 per hour | \$200.00 per hour |
|                  | Tractor with Pull Blade<br>(minimum 12' width) | \$330.00 per hour | \$160.00 per hour |

Exceptions:

\*Loader is a Case 580 with a Box Blade

\*\*Front Wheel Assist Tractor with 24' Mounted Box Blade

The bid specifications and estimate for a tractor with pull blade were prepared based on a minimum 12 feet width. A-1 Snow Removal bid a front wheel assist tractor with a 24' mounted box blade. The front wheel assist and 24' width will allow more snow to be moved in less time, which should balance out the difference between the estimate and the bid price.

This is the third year that bids have been solicited for such snow removal, with A-1 Snow Removal being the only bidder all three years. Section 27-12 of City Code authorizes the Council to name a sole source provider in appropriate situations after advertising for competitive bids. The Public Works Department is requesting that A-1 Snow Removal be awarded the bid for the 2009/2010 snow removal season, as well as being named the sole source provider for such work.

### **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**

Public Works Administration recommends that the Council approve awarding the bid for Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska, name this company as sole source provider for such work and authorize the Mayor to execute a contract for the work.

### **Sample Motion**

Move to approve awarding the bid for Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska, name this company as sole source provider for such work and authorize the Mayor to execute a contract for the work.



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 20, 2009 at 11:30 a.m.

**FOR:** Downtown Parking Lots Snow Removal Operations

**DEPARTMENT:** Public Works

**ESTIMATE:**

|                            |                   |
|----------------------------|-------------------|
| Trucks for Hauling Snow    | \$170.00 per hour |
| Front End Loaders/Tractors | \$200.00 per hour |
| Tractor with Pull Blade    | \$160.00 per hour |

**FUND/ACCOUNT:** 27010001-85249

**PUBLICATION DATE:** October 14, 2009

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** A-1 Snow Removal  
Grand Island, NE

**Exceptions:** Noted

**Bid Price:**

|                            |                   |
|----------------------------|-------------------|
| Trucks for Hauling Snow    | \$50.00 per load  |
| Front End Loaders/Tractors | \$132.00 per hour |
| Tractor with Pull Blade    | \$330.00 per hour |

cc: Steve Riehle, Public Works Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Purchasing Agent  
Tom Carlson, PW Engineer

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **27th** day of **October, 2009**, by and between **A-1 Snow Removal**, 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 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 bidder 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 bid 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 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 Bid 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 bid 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:

- |    |  |                          |
|----|--|--------------------------|
| a. | Trucks for Hauling Snow<br>(10 cubic yard)             | <b>\$50.00</b> per load  |
| b. | Front End Loaders / Tractors<br>(minimum 3 cubic yard) | <b>\$132.00</b> per hour |
| c. | Tractor with Pull Blade<br>(minimum 12' width)         | <b>\$330.00</b> per hour |

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

ARTICLE III. Lots to be cleared of snow are as follows:

- Lot at N Pine and South Front (Southeast corner)
- Lot at N Pine and W 3<sup>rd</sup> (Southeast corner)
- Lot at N Locust and W South Front (Southeast corner)
- Lot at N Walnut and W South Front (Northeast corner)
- Lot at N Walnut and W South Front (Southeast corner)
- Lot at N Walnut and W 2<sup>nd</sup> (Northeast corner)
- Lot at N Walnut and W 1<sup>st</sup> (Southeast corner)
- Lot at S Wheeler and W 1<sup>st</sup> (Southeast corner)
- Parking Ramp at N Locust and W 1<sup>st</sup> (Northeast corner) – Loading & Hauling Only

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, 2010. 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 any party on or before July 31<sup>st</sup> 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.

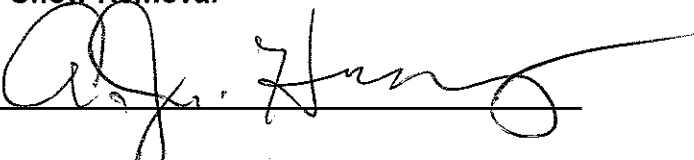
ARTICLE VIII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget 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 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

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

**A-1 Snow Removal**

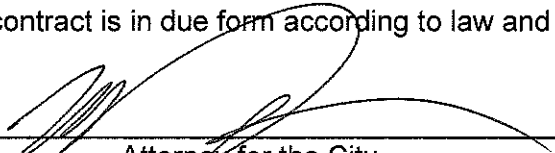
By  Date 10-21-09  
Title owner

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

 Date 10.22.09  
Attorney for the City

RESOLUTION 2009-275

WHEREAS, the City of Grand Island invited sealed bids for Downtown Parking Lot Snow Removal Operations, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 20, 2009, one bid was received, opened and reviewed; and

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

|                            | <u>Cost Per Hour</u> |
|----------------------------|----------------------|
| Trucks                     | \$ 50.00 per load    |
| Front End Loaders/Tractors | \$132.00 per hour    |
| Tractor w/ Pull Blade      | \$330.00 per hour    |

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska has been the sole bidder for the past three years; and City Code Section 27-12 allows the Council to determine there is only one source for a service after advertising for competitive bids.

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 operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that A-1 Snow Removal of Grand Island, Nebraska is named the sole source provider for downtown parking lot snow removal operations.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations be 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, October 27, 2009.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| October 22, 2009    | ☐ City Attorney |



---

RaNae Edwards, City Clerk