



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G6

**#2012-309- Approving Bid Award for the Law Enforcement Center  
& Downtown Parking Lot Snow Removal Operations for the  
2012/2013 Winter Season**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown, Interim Public Works Director  
Steve Lamken, Police Chief

**Meeting:** October 23, 2012

**Subject:** Approving Bid Award for the Law Enforcement Center  
& Downtown Parking Lot Snow Removal Operations for  
the 2012/2013 Winter Season

**Item #'s:** G-6

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

On September 20, 2012 the Engineering Division of the Public Works Department advertised for proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots for the 2012/2013 winter season including equipment and labor.

There were seven (7) potential proposers for this work.

## **Discussion**

Two (2) proposals were received and opened on October 9, 2012. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the proposal that was received. The proposal is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Unit</b>
Premier Snow Removal, LLC of Grand Island, NE	Trucks for hauling snow	\$ 35.00 per load
	Tractor Loader w/ Box Blade	\$120.00 per hour
	Skid Steer Loader	\$100.00 per hour
	Tractor with Pull Blade (minimum 24' width)	\$200.00 per hour
Lacy Construction Company of Grand Island, NE	Trucks for hauling snow	\$ 70.00 per load
	Tractor Loader w/ Box Blade	\$120.00 per hour
	Skid Steer Loader	\$ 95.00 per hour
	Tractor with Pull Blade (minimum 24' width)	\$315.00 per hour

City Staff is requesting the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited.

### **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 awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska and authorize the Mayor to execute a contract for the work.

### **Sample Motion**

Motion to approve awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska.

RESOLUTION 2012-309

WHEREAS, the City Of Grand Island invited sealed proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 9, 2012, bids were received, opened and reviewed; and

WHEREAS, Premier Snow Removal, LLC 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 for Hauling Snow	\$ 35.00 per load
Tractor Loader w/ Box Blade	\$120.00 per hour
Skid Steer Loader	\$100.00 per hour
Tractor with Pull Blade	\$200.00 per hour

WHEREAS, the City will have the option to renew the contract on an annual basis for a five (5) year period, at which time proposals will be solicited.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Premier Snow Removal, LLC 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 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 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of October, 2012, by and between Premier Snow Removal 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, 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:

- |    |  |                   |
|----|--|-------------------|
| 1. | Trucks for Hauling Snow<br>(10 cubic yard - minimum)             | \$35.00 per load  |
| 2. | Tractor Loader w/ Box Blade<br>(minimum capacity - 3 cubic yard) | \$120.00 per hour |
| 3. | Skid Steer Loader<br>(minimum 84" width)                         | \$100.00 per hour |
| 4. | Tractor with Pull Blade<br>(minimum 24' width)                   | \$200.00 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:

- Law Enforcement Center (111 Public Safety Drive)
- 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, as clearing of the ramp is a separate bid).

ARTICLE IV. Due to the Law Enforcement Center providing 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. This lot shall receive priority for snow removal.

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

ARTICLE VI. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2013. 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 31<sup>st</sup> of any year this agreement continues in full force and effect.

ARTICLE VII. 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 VIII. 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 IX. 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 X. 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 XI. 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 XII. 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.

ARTICLE XIII. 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 XIV. 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.

**Premier Snow Removal LLC.**

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.

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

Date \_\_\_\_\_

**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 subconsultants, 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 Subconsultants, 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 subconsultant 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 subconsultant 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.





Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
SNOW REMOVAL OPERATIONS AT LAW ENFORCEMENT CENTER &  
DOWNTOWN PARKING LOTS**

**RFP DUE DATE:** October 9, 2012 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** September 20, 2012

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**Premier Snow Removal**  
Grand Island, NE

**Lacy Construction Co.**  
Grand Island, NE

cc: Terry Brown, Interim Public Works Director  
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Steve Lamken, Police Chief

**P1595**