

**LAWN MAINTENANCE & SNOW REMOVAL
DOWNTOWN GRAND ISLAND**

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

August 2010

**ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA**

**LAWN MAINTENANCE & SNOW REMOVAL
DOWNTOWN GRAND ISLAND**

CITY OF GRAND ISLAND, NEBRASKA

TABLE OF CONTENTS

1. Advertisement to Bidders

2. Instructions to Bidders
 - a. Specifications
 - b. Contractor's Bid

3. Contract Agreement

ADVERTISEMENT TO BIDDERS

ADVERTISEMENT TO BIDDERS
for

Lawn Maintenance & Snow Removal

Downtown Grand Island
for
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk**, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Tuesday, September 21, 2010**, for the **Lawn Maintenance & Snow Removal in Downtown Grand Island** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Please return one original and one copy of each bid sheet.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

Plans and specifications for use in preparing bids may be obtained from the office of the City Engineer, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Jeff Pederson
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards
City Clerk

**LAWN MAINTENANCE & SNOW REMOVAL
DOWNTOWN GRAND ISLAND
GRAND ISLAND, NEBRASKA**

The Contractor agrees to furnish all equipment, labor, material and supplies, and disposal costs, etc. needed to perform the work. The Areas are adjacent to the Downtown parking lots and the parking ramp. Arrangements for site inspections by prospective bidders can be made by contacting Tom Carlson at the Grand Island Engineering Department at 308-385-5444 Ext. 260.

Sealed bids will be received at the office of the City Clerk, P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Tuesday, September 21, 2010** for Lawn/Landscaping Maintenance & Snow Removal for sidewalks & greenscape in Downtown Grand Island. Bid proposals will be opened at this time in the Grand Island City Hall Council Conference Room #1 located on the 1st floor of the City Hall. Submit **an original and one copy**. Bids received after the specified time will be returned unopened to sender.

Bids will be evaluated by the Engineering Division of the Public Works Department based on conformity to specifications, price, past performance, experience, certifications, contractor's ability to perform the work and references. The City reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City.

Work Shall Include:

The areas of work are adjacent to the downtown parking lots and the parking ramp; detailed as follows:

- 1) Lot at N Pine and South Front (Southeast corner)
 - Snow removal along Sidewalks

- 2) Lot at N Pine and W 3rd (Southeast corner)
 - Snow removal along Sidewalks
 - Mowing
 - Along Pine St. side there are four (4) areas that total approximately 1508 s.f.
 - Along Sycamore St. side there are four (4) areas that total approximately 1469 s.f.
 - Fertilizing
 - Sprinkler System Maintenance (Timed System)

- 3) Lot at N Locust and W South Front (Southeast Corner)
 - Snow removal along Sidewalks

- 4) Lot at N Walnut and W South Front (Northeast corner)
 - Snow removal along Sidewalks

- 5) Lot at N Walnut and W 2nd (Northeast corner)
 - Snow removal along Sidewalks
 - Landscape Maintenance

- 6) Lot at N Walnut and W 1st (Southeast corner)
 - Snow removal along Sidewalks

- 7) Lot at S Wheeler and W 1st (Southeast corner)
 - Snow removal along Sidewalks

8) Parking Ramp at N Locust and W 1st (Northeast corner)

- Snow removal along Sidewalks
- Mowing
 - Along 1st Street there is one (1) area that totals approximately 1936 s.f.
- Fertilizing
- Sprinkler System Maintenance (Times System)

A – Mowing Program

- 1) Mowing is once per week in conjunction with the growing season and will commence approximately the first week in April and end approximately the first week in November. Grass will be mowed at the approximate heights of 2 ½ inches in the spring and fall and 3 inches during the summer.
- 2) Bagging of grass clippings is required. Contractor shall be responsible for disposal of bagged clippings.
- 3) The trimming of grass around all trees, shrubs, fixtures, curbs, parking lots, sidewalks, property sign, fence and other areas shall be included with each mowing.
- 4) Additional mowing over the contracted once per week must be approved by the Public Works Director.
- 5) All litter and debris on the lawn area shall be picked up and disposed of properly.

B – Maintenance

Contractor shall keep lawns green and free of rough grass and weeds during the growing season.

C - Fertilizing Program – Irrigated Lawns

- 1) Place pre-emergent and fertilizer on lawn in April to May in accordance with industry standards as soil temperatures to maximize pre-emergent effectiveness. Fertilize with 1.0 lb of actual nitrogen per 1,000 square feet.
- 2) Place fertilizer with broadleaf weed killer on lawn during the time period of June to July in accordance with industry standards to maximize the prevention of weeds. Fertilizer with 1.0 lb of actual nitrogen per 1,000 square feet.
- 3) Place grub control insecticide and broadleaf weed killer on lawn during the time period of July to August in accordance with industry standards as temperature and conditions dictate to maximize insect and weed control.
- 4) Fertilize (winterize) lawn with 1.5 lbs of actual nitrogen per 1,000 square feet between the time period of October to November in accordance with industry standards. Grass should be dormant when this process is undertaken.

D – Sprinkler System Maintenance

- 1) Coordinate watering of lawn with the mowing and fertilizing
- 2) Monitor conditions and water as needed to keep irrigated lawns green and keep trees, shrubs, and plantings healthy.

- 3) Monitoring and maintenance of the irrigation system will be required and includes:
 - a. Spring activation/check-out to ensure all components of the system are functioning properly.
 - b. Repairs or replacement parts, as needed. The contractor shall advise the Public Works Director for the purchase of any parts or equipment that is not functioning. The Public Works Department will be responsible for paying for the parts needed for sprinkler repair separate from the contract amount.

E – Spring Pre-Emergent

- 1) The following area (adjacent to the lots) shall be sprayed with a pre-emergent in the spring to prevent grass and plants from growing:
 - Sidewalks, and parking lot concrete joint and crack areas.
 - Shrub and tree beds.
 - Tree grate areas.
- 2) Contractor shall use a broadleaf and grass killer to spot remove any plants that emerge (adjacent to the lots) in the sidewalk, and parking lot joints and crack areas, shrub & tree beds and tree grate areas that emerge after the treatment provided in E1 above.

G – Additional Work

- 1) Any additional work must be approved by the Public Works Director.
- 2) If the contractor notices any needed maintenance by the Public Works Department such as tree replacement, sidewalk repairs, etc. they shall bring it to the attention of the Public Works Director.

I – Scope of Work for Snow Removal Operations

The Contractor agrees to perform snow removal from sidewalks adjacent to the downtown parking lots and the parking ramp. The snow shall be removed to a location that is acceptable to the Public Works Department. Contractor shall use equipment that will adequately clear, but not damage, the sidewalks. City Code on snow and ice removal from sidewalks 32-73 reads as follows:

“Clear the sidewalks contiguous thereto of all snow and ice within six hours after the cessation of any storm of snow fall, or by 12:00 Noon should the cessation of any storm or snow fall occur during night-time hours”

If the contractor proposes to use different equipment for snow removal it shall be detailed in exceptions.

Contractor Experience

Previous experience in the areas of lawn and landscaping care, mowing, chemical applications and sprinkler system maintenance is required.

Damages

Any damages to the property, landscaping, or sprinkler systems resulting from work performed under this contract is the responsibility of the contractor.

Supervision

The contractor shall provide adequate supervision of all contractor employees working in the Downtown area of the City of Grand Island.

Fair Labor Standards and Unemployment Compensation Fund

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.

Laws and Ordinances

The Contractor agrees at all times to observe and comply with all national, state, and local laws, ordinances and regulations and to save harmless the City, its officers and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, or regulation.

Insurance

The Contractor shall furnish the required Certificate of Insurance and enter into contract within twenty (20) days after acceptance of this Bid.

Gratuities and Kickbacks

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 consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

Insurance

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

Workers' Compensation and Employer's Liability

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

Title VI

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Jeff Pederson
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Terms of Contract

The contract shall take effect after Council approval, approximately on October 13, 2010. The City will have the option to renew the contract on an annual basis. The contract will be automatically extended by one year with the same terms, conditions, and price unless terminated by service or notice of termination by any party on or before July 31st of any year the contract continues.

Terms of Payment

Payment shall be made once/month and within 30 days of submittal of invoice and approval by the Public Works Department.

	<u>Estimated Quantity</u>	<u>Per Each Price</u>	<u>Total Price</u>
A. Mowing	28 Each (per year)	\$ _____	\$ _____
B. Maintenance			
1) Fertilizing Program			
2) Sprinkler System Maintenance			
3) Spring Pre-Emergent			
		Lump Sum Amount (Per Year)	\$ _____
		BID GRAND TOTAL	\$ _____
C. Snow Removal		\$ _____ / Hour	
(Skid Steer Loader – 36" minimum width)			

**** The mowing quantities are estimated amounts. The actual amounts paid to the contractor will be for the actual amount performed and approved. An itemized billing for the work performed must be submitted monthly to the Public Works Department. A sample billing is attached.**

In submitting this bid, it is understood that the City reserves the right to reject and or all bids; to waive irregularities, and to accept whichever bid is in the best interest of the City. It is understood that this bid may not be withdrawn for a period of forty five (45) days after date of bid opening.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, (b) that the bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that the bidder has not sought, by collusion otherwise, to obtain for themselves an advantage over any other bidder or over the City of Grand Island, and (d) that the bidder has not directly or indirectly or solicited any other bidder to put in a false or sham bid.

Exceptions: _____

DATED: _____

Signature of Bidder:

If an individual: _____
(Signature of Individual)

If Doing Business as: _____
(Name of Business)

(Signature of Business Owner)

If a Partnership: _____
(Name of Partnership)

(Signature of Member of Firm)

If a Corporation: _____
(Name of Corporation)

(Signature and Title)

Business Address: _____

Telephone #: _____

Alternate Phone #: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between _____, hereinafter called the Contractor and the City Of Grand Island, Nebraska, herein referred to as the City.

WITNESSETH:

THAT, WHEREAS, the City has caused contract documents to be prepared for performance of maintenance of areas adjacent to the Downtown Parking Lots and the Parking Ramp and;

WHEREAS, the City has determined that contracting with the Contractor is in the best interest of the City and that Contractor's services will be provided at a reasonable, competitive price and that Contractor has the necessary experience, equipment and qualifications to adequately perform the service required by this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties have agreed and hereby agree the City Of Grand Island, for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, disposal costs, service 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 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, 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 for the performance of the work under this contract according to the quantities of work actually performed as authorized and approved by the City. The Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) as follows:

Mowing	\$ _____ each
Maintenance	\$ _____ yearly lump sum
Snow Removal	\$ _____ per hour

The said amount shall be the total amount paid by the City to the Contractor for all equipment, supplies, and labor necessary to perform the 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 Specifications.

ARTICLE III. The Contractor hereby agrees to provide all materials and supplies for the City for this project with the exception of lawn sprinkler parts. Regardless of the method of payment for lawn sprinkler parts and supplies, title shall vest immediately in the City.

ARTICLE IV. Contractor shall use and apply all fertilizers and chemicals in accordance with manufacturer specifications and in accordance with industry standards for the safe application of such products.

ARTICLE V. The term of this agreement shall be from the date of the last party signing the contract to November 1, 2011. 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 31st of any year this agreement continues in full force and effect.

ARTICLE VI. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant 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 agreement, the Consultant and

all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VII. 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 VIII. GRATUITIES AND KICKBACKS: 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 an agreement or sub agreement, 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 Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE IX. 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, sex or political affiliation.

ARTICLE X. LB 403: Every public consultant and his, her or its subconsultants 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.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

CONTRACTOR:

By: _____

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.