

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of October, 2023, by and between **AMP WORKS, 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 **Snow Removal Operations- Downtown Parking Lots**; 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 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, 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 bid;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

<i>Parking Lot 1- Walnut Street and South Front Street (north side)</i>		
<3" snow	\$	275.00 per occurrence
3.1-6"	\$	500.00 per occurrence
6.1-9"	\$	900.00 per occurrence
9.1-12"	\$	1,000.00 per occurrence
>12"	\$	1,375.00 per occurrence
<i>Loading/ Hauling</i>		
	\$	175.00 per hour
<i>Deicing</i>		
	\$	0.70 per pound

Parking Lot 2- Walnut Street and South Front Street (south side)			
<3" snow	\$	300.00	per occurrence
3.1-6"	\$	550.00	per occurrence
6.1-9"	\$	925.00	per occurrence
9.1-12"	\$	1,100.00	per occurrence
>12"	\$	1,450.00	per occurrence
Loading/ Hauling			
	\$	175.00	per hour
Deicing			
	\$	0.70	per pound
Parking Lot 3- Locust Street and South Front Street			
<3" snow	\$	225.00	per occurrence
3.1-6"	\$	380.00	per occurrence
6.1-9"	\$	690.00	per occurrence
9.1-12"	\$	800.00	per occurrence
>12"	\$	1,200.00	per occurrence
Loading/ Hauling			
	\$	175.00	per hour
Deicing			
	\$	0.70	per pound

Parking Lot 4- Pine Street and South Front Street			
<3" snow	\$	225.00	per occurrence
3.1-6"	\$	380.00	per occurrence
6.1-9"	\$	690.00	per occurrence
9.1-12"	\$	800.00	per occurrence
>12"	\$	1,200.00	per occurrence
Loading/ Hauling			
	\$	175.00	per hour
Deicing			
	\$	0.70	per pound
Parking Lot 5- Pine Street and 3rd Street			
<3" snow	\$	300.00	per occurrence
3.1-6"	\$	550.00	per occurrence
6.1-9"	\$	925.00	per occurrence
9.1-12"	\$	1,100.00	per occurrence
>12"	\$	1,450.00	per occurrence
Loading/ Hauling			
	\$	175.00	per hour
Deicing			
	\$	0.70	per pound

Parking Lot 6- Walnut Street and 2nd Street		
<3" snow	\$	225.00 per occurrence
3.1-6"	\$	380.00 per occurrence
6.1-9"	\$	690.00 per occurrence
9.1-12"	\$	800.00 per occurrence
>12"	\$	1,200.00 per occurrence
Loading/ Hauling		
	\$	175.00 per hour
Deicing		
	\$	0.70 per pound
Parking Lot 8- Walnut Street and 1st Street		
<3" snow	\$	575.00 per occurrence
3.1-6"	\$	1,050.00 per occurrence
6.1-9"	\$	1,850.00 per occurrence
9.1-12"	\$	2,100.00 per occurrence
>12"	\$	2,650.00 per occurrence
Loading/ Hauling		
	\$	175.00 per hour
Deicing		
	\$	0.70 per pound

Parking Lot 9- Wheeler Avenue and 1st Street		
<3" snow	\$	175.00 per occurrence
3.1-6"	\$	275.00 per occurrence
6.1-9"	\$	450.00 per occurrence
9.1-12"	\$	550.00 per occurrence
>12"	\$	775.00 per occurrence
Loading/ Hauling		
	\$	175.00 per hour
Deicing		
	\$	0.70 per pound

Payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. **Payment shall be based per snow occurrence ONLY at the direction of the Public Works Director, or their designee.**

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

ARTICLE V. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2024. The City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time bids 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 31st of any year this agreement continues in full force and effect.

ARTICLE VI. 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 and to comply at all times with all applicable Local, State and Federal rules and regulations.

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 bid 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.

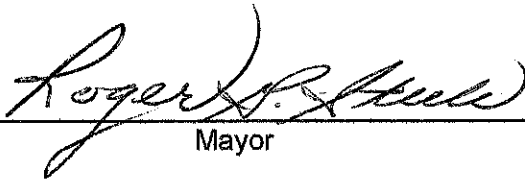
ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XII. FAIR EMPLOYMENT PRACTICES: Each bidder 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.

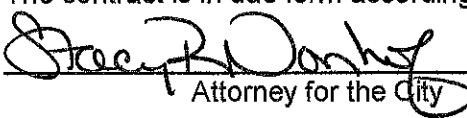
ARTICLE XII. LB 403: Every public contractor and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees 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.

AMP WORKS, LLC

By  Date 10-10-2023
Title Senior Member

By  Date 10-19-2023
Mayor

Attest 
City Clerk

The contract is in due form according to law and hereby approved.
 Date 10/18/23
Attorney for the City