

**SNOW REMOVAL OPERATIONS
AT
THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS**

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

September 2012

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

SNOW REMOVAL OPERATIONS
AT THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS
CITY OF GRAND ISLAND, NEBRASKA

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ADVERTISEMENT TO PROPOSERS

ADVERTISEMENT
REQUEST FOR PROPOSALS
FOR
SNOW REMOVAL OPERATIONS
AT THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS
CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be **received at the office of the City Clerk**, 100 E. First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **4:00 p.m., (Local Time), Tuesday, October 9, 2012**, for the **Snow Removal Operations at the Law Enforcement Center (111 Public Safety Drive) & the Downtown Parking Lots (as listed in specifications)** for the City of Grand Island. Proposals will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Submit an original and one copy. The proposal package is also available on-line at www.grand-island.com under Reference-City Bid Calendar. Proposals received after specified time will be returned unopened to sender.

The successful proposer 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 proposer shall comply with the City's insurance requirements.

Successful proposer shall maintain a Drug Free Workplace Policy.

Proposals will be evaluated by the Purchaser based on price - economy and efficiency of operation, experience and reputation of proposer, ability, capacity, and skill of the proposer 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 proposal that may be in the best interest of the City, at its sole discretion.

No proposer may withdraw their proposal for a period of forty-five (45) days after date of opening.

Proposers may obtain site plans that identify parking lots that are included in the service contract. Plans may be obtained by contacting The Public Works Engineering Division, Second Floor, City Hall, 100 East First Street, Grand Island, Nebraska.

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.

City Administrator
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

SPECIFICATIONS

SPECIFICATIONS

SNOW REMOVAL OPERATIONS AT THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

- A. SCOPE OF WORK: The Contractor agrees to furnish equipment and labor for snow removal operations (plow, haul and other related work) as requested by the 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 “around the clock” basis, all days of the week. Specifically:
- Contractor shall provide equipment and labor to remove snow from all drives and parking lots and pile snow in the lots as directed by the City. The City will advise the contractor if it is necessary to haul any snow away from the lots. The snow will be hauled to the existing city snow pile area at 1255 E US Highway 30. The contractor will be required to coordinate any snow hauling with the City crews hauling snow to avoid conflicts. The contractor may be required to pile snow at the dump site. Loading, hauling, and piling will be paid for by the hour of loader and truck time used.
 - Contractor shall provide equipment and labor to remove snow to include the frontage sidewalk on US Highway 30.
 - The areas that shall be removed of snow by the contractor include:
 - The Law Enforcement Center at 111 Public Safety Drive – The Police Department shall provide access to secured parking areas and arrange for the moving of vehicles when necessary.
 - Downtown Parking Lots -
 - Pine and South Front Street
 - Pine and 3rd Street
 - Locust Street and South Front Street
 - Walnut Street and West South Front Street
 - Walnut Street and 2nd Street
 - Walnut Street and 1st Street
 - Wheeler Avenue and 1st Street
 - Pine Street and 1st Street (Equitable Parking Lot – only haul snow from ramp)
- B. EXCEPTIONS TO SPECIFICATIONS: Each proposer shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the items offered do not meet these specifications. Such exceptions as are made shall be listed by page number and shall be marked in ink on the pages of these specifications and submitted with the proposal. If additional space is required for exception explanation, please reference and attach a letter to proposal. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful proposer to comply with these specifications. In case of conflict between the proposal and these specifications, these specifications shall govern unless specific exceptions are listed by the proposer.
- C. SUBMISSION OF PROPOSALS: All proposals shall be submitted using the City’s proposal form. Proposals shall **be addressed to the City Clerk** and plainly marked, “**PROPSOAL FOR DOWNTOWN PARKING LOTS SNOW REMOVAL OPERATIONS**”.

- D. **INSURANCE COVERAGE:** The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.
- E. **INSURANCE:** The Contractor shall furnish the required Certificate of Insurance and enter into contract within fifteen (15) days after acceptance of this proposal. The City's Insurance Requirements are attached and made part of the proposal documents by mention herein.
- F. **TAXES:** The Exempt Sales Certificate and Purchasing Agreement form do not apply to this work since it is all labor & equipment with no materials being incorporated.
- G. **REQUESTS FOR PAYMENT:** The City of Grand Island will make payments for satisfactory work only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payment for services shall be based on actual time worked. The Contractor shall keep a log of time worked to include starting time and ending time when providing services.
- H. **TIME OF COMPLETION:** Because time is of the essence in snow removal operations, the Contractor shall be capable of quickly mobilizing its labor and equipment.
1. 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.
 2. All downtown parking areas under this contract shall be cleared within twelve (12) hours after the cessation of any storm or snow fall or by twelve (12) noon should cessation of any storm or snow fall occur during the night time hours.
- I. **FUEL COST ADJUSTMENT:** Snow removal work in parking lots is an equipment intensive operation where the cost can be significantly impacted by fluctuations in fuel costs. If the City or the Contractor believe fuel prices have changed significantly since the proposal opening, the procedure used to compensate the Contractor shall follow the Fuel Cost Adjustment procedures as allowed in the most current edition of the State of Nebraska Department of Roads Standard Specifications.
- J. **DRUG FREE WORKPLACE POLICY:** Proposers shall furnish, upon request, a copy of their Drug Free workplace Policy.
- K. **IMMIGRATION VERIFICATION SERVICE:** 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.
- L. **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

- M. 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.
- N. LAWS AND ORDINANCES: 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 employees against any claim or liability arising from or based upon the violation of any such law, ordinance, or regulation.
- O. EVALUATION CRITERIA: Proposals will be evaluated with the following considerations, along with the weight percentages assigned to each element which will be used to rank and evaluate the proposals:
- Experience on similar projects - 15%
 - References - 15%
 - Proposed Equipment - 20%
 - Prices - 50%
- P. LOCAL PROPOSER PREFERENCE: In case of tied low proposals, all other things being equal, preference shall be given in the following order:
1. To those proposers who manufacture their products within the limits of the City of Grand Island.
 2. To those proposers who manufacture their products within the limits of the County of Hall.
 3. To those proposers who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
 4. To those proposers who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
 5. To those proposers who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
 6. To those proposers who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
 7. To those proposers whose commodities are manufactured, mined, produced, or grown within the State of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other proposals received.
 8. To those proposers whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other proposals received.
- Q. UNAUTHORIZED USE OF CITY PROPERTY: The Contractor shall not use any City owned equipment for any purpose unrelated to the performance of Contractor’s duties under the contract for snow removal operations.

- R. 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 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.
- S. TERM OF CONTRACT: The contract shall take effect after Council approval, approximately on October 24, 2012. 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 contract on an annual basis for a five (5) year period, at which time proposals will be solicited. 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 either party on or before July 31st of any year this agreement continues in full force and effect.
- T. TERMINATION: 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.

CONTRACTOR'S PROPOSAL

**SNOW REMOVAL OPERATIONS
AT THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS**

CITY OF GRAND ISLAND, NEBRASKA

CONTRACTOR'S PROPOSAL

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

THE UNDERSIGNED PROPOSER, having examined the specifications and other proposed contract documents, and all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the difficulties and hazards to the work, (e) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (f) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision to complete all work stipulated in, required by and in accordance with the contract documents and the specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices:

- | | | |
|----|--|-----------------|
| 1. | Trucks for Hauling Snow
(10 cubic yard - minimum) | \$_____per load |
| 2. | Tractor Loader w/ Box Blade
(minimum capacity - 3 cubic yard) | \$_____per hour |
| 3. | Skid Steer Loader
(minimum 84" width) | \$_____per hour |
| 4. | Tractor with Pull Blade
(minimum 24' width) | \$_____per hour |

EXPERIENCE DATA:

Each proposer shall supply the following data on his experience:

Name of Proposer: _____

Contact/Phone No. _____

Additional Data: _____

INSURANCE: Proposer acknowledges that proposal includes compliance with the attached insurance requirements.

The undersigned proposer agrees to enter into a contract within 15 days after acceptance of this proposal, and further agrees to complete all work covered by the foregoing proposal in accordance with specified requirements. **No work shall commence until the Certificate of Insurance is approved by the City and the contract is executed.**

In submitting this proposal it is understood that the right is reserved by the City to reject any and all proposals; to waive irregularities therein and to accept whichever proposal that may be in the best interest of the City. It is understood that this proposal may not be withdrawn until after 45 days from proposal opening.

In submitting this proposal, the proposer states that proposer fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 RRS, 1943 and also complies with, and will continue to comply with, section 48-657 RRS, 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned proposer hereby certifies (a) that this proposal is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that they have not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposal, (c) that they have not sought, by collusion or otherwise, to obtain for themselves an advantage over any other proposer or over the City of Grand Island, and (d) that they have not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the proposal specifications shall be listed below. In case of conflict between the proposal and these specifications, these specifications shall govern unless specific exceptions are listed by the proposer.

Exceptions to specifications, pages _____
_____.

DATED _____

SIGNATURE & TITLE OF PROPOSER:

BUSINESS ADDRESS OF PROPOSER

INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS
for

**SNOW REMOVAL OPERATIONS
AT THE LAW ENFORCEMENT CENTER & DOWNTOWN PARKING LOTS**

CITY OF GRAND ISLAND, NEBRASKA

You are urged to include in your bid compliance with the City's minimum insurance requirements; however, any non-compliance must be detailed in the Exceptions Section of the bid. Compliance with the specified OCP coverage is mandatory.

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between _____, 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
(10 cubic yard - minimum) | <u>\$ XX.XX</u> per load |
| 2. | Tractor Loader w/ Box Blade
(minimum capacity - 3 cubic yard) | <u>\$XX.XX</u> per hour |
| 3. | Skid Steer Loader
(minimum 84" width) | <u>\$XX.XX</u> per hour |
| 4. | Tractor with Pull Blade
(minimum 24' width) | <u>\$XX.XX</u> 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 3rd (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 2nd (Northeast corner)
- Lot at N Walnut and W 1st (Southeast corner)
- Lot at S Wheeler and W 1st (Southeast corner)
- Parking Ramp at N Locust and W 1st (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 31st 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.

Contractor

By _____

Date _____

Title _____

By _____
Mayor

Date _____

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.