



City of Omaha
Jean Stothert, Mayor

October 1, 2013

RECEIVED

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CITY CLERK
OMAHA NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a Professional Services Agreement with Schemmer Associates, Inc. to provide on-call contract administration services for the 2013-2014 Residential Snow Plow Contracts in various areas of the City.

The scope of services is included in the Agreement, and includes providing up to 20 on-call field observers to conduct observations of contractor progress, inspection of completed work, check and document issues reported by the public during snow events for two 12 hour shifts as needed; and additional scopes made a part hereof with the inclusion of the attached agreement.

Schemmer Associates, Inc. has agreed to perform the services detailed in the attached Professional Services Agreement for \$77.50 per billable hour with an estimated total fee of \$45,000.00; to be paid from the Street and Highway Allocation Fund 12131, Snow and Ice Control Organization 116154, year 2013 expenditure.

Schemmer Associates, Inc. has filed the required Contract Compliance Report, Form CC-1, in the Human Rights and Relations Department.

The Public Works Department requests your consideration and approval of the attached Resolution and Agreement.

Respectfully submitted,

Referred to City Council for Consideration:

Robert G. Stubbe 9-10-13
Robert G. Stubbe, P.E. Date
Public Works Director

Jean Stothert 9/12/13
Mayor's Office Date

Approved as to Funding:

Approved:

Allen Herink 9-11-13
Allen Herink Date
Acting Finance Director

Michelle Just 9-12-13
Human Rights and Relations Date
Department

JD

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, a Professional Services Agreement with Schemmer Associates, Inc. to provide on-call contract administration services for the 2013-2014 Residential Snow Plow Contracts in various areas of the City; and,

WHEREAS, Schemmer Associates, Inc. was selected by the Architects and Engineers Selection Process and has agreed to provide on-call field observation and investigation services during snow events, and additional services as listed in the attached Professional Services Agreement, which by this reference is made a part hereof; and,

WHEREAS, Schemmer Associates, Inc. has agreed to perform these services for a fee of \$77.50 per billable hour with an estimated total billable cost of \$45,000.00, which will be paid from the Street and Highway Allocation Fund 12131, Snow and Ice Control Organization 116154, year 2013 expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Professional Services Agreement with Schemmer Associates, Inc. to provide on-call field investigation and contract administration services for the 2013-2014 Residential Snow Plow Contracts in various areas of the City, is hereby approved.

BE IT FURTHER RESOLVED:

THAT, the Finance Department is authorized to pay an estimated fee of \$45,000.00 to be paid from the Street and Highway Allocation Fund 12131, Snow and Ice Control Organization 116154, year 2013 expenditure.

1119djr

APPROVED AS TO FORM:

 9/11/13
CITY ATTORNEY DATE

By.....
Councilmember

Adopted.....
.....
City Clerk

Approved.....
Mayor

**DOUGLAS COUNTY
REQUEST FOR BID AND BID SHEET
ON: CITY OF OMAHA Residential Street Snow Plowing**

RETURN BIDS TO:
CITY CLERK
1819 Farnam Street
LC-1 Omaha-Douglas Civic Center
Omaha, Nebraska 68183-0011

Published: August 14, 2013

Page 1

BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT OF \$500.00
BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO "CITY OF OMAHA"

NOT AN ORDER

Bid Opening Time & Date: 11:00 a.m. CST on **Wednesday, August 28, 2013**

IMPORTANT

- | | |
|---|--|
| <p>1. Bid must be in the office of the CITY CLERK, 1819 Farnam Street, LC-1, Omaha-Douglas Civic Center, Omaha, NE 68183-0011 by the opening date and time indicated in a sealed envelope marked: BID ON: CITY OF OMAHA Residential Street Snow Plowing</p> <p>2. As evidence of good faith a bid bond or certified check must be submitted with bid. Bid bond or certified check shall be made payable to "City of Omaha" FAILURE TO DO SO IS CAUSE FOR REJECTION.</p> <p>3. Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the City Council. Right is also reserved to accept or reject any part of your bid unless otherwise indicated by you.</p> | <p>4. If Federal Excise Tax applies, show amount of same and deduct. Exemption certificates will be furnished. Do not include tax in bid.</p> <p>5. BID MUST INCLUDE ANY DELIVERY OR SHIPPING CHARGES.</p> <p>6. When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.</p> <p>7. If you do not bid, return sheets with reason for declining. Failure to do so will indicate your desire to be removed from our mailing list. TABULATION SHEETS FOR THE BIDS SUBMITTED ARE AVAILABLE ON THE DOUGLAS COUNTY WEBSITE AT www.douglascountypurchasing.org. DO NOT CALL FOR THIS INFORMATION.</p> |
|---|--|

Quote your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:

The City of Omaha is seeking bids from snow plowing contractors for residential street plowing per the attached thirteen (13) pages of specifications.

SNOW PLOWING COST PER LANE MILE

	2" - 3"	3.1" - 4"	4.1" - 6"	6.1" - 8"	8.1" - 10"
District 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
District 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
District 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
District 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
District 5	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cul-de-Sacs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL MILES OF RESIDENTIAL STREET PLOWING REQUESTED

Bids for spreading anti-icing material are optional:

Spreading Cost per lane mile - while plowing: _____
 Spreading Cost per lane mile - spreading only: _____
 Total miles of Residential Street Plowing requested: _____

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-5055.

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms _____ % _____	Firm: _____		Incorporated In: _____	
Delivery (or completion) _____ calendar days following award	Name: _____		Signature: _____	
	Title: _____	Phone: _____	Fax: _____	
	Address: _____			
	Street/P.O. Box	City	State	Zip
Email Address: _____				

**DOUGLAS COUNTY
REQUEST FOR BID**

ON: CITY OF OMAHA Residential Street Snow Plowing

NOT AN ORDER

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DESCRIPTION
<p>REQUIREMENTS FOR BID BOND: The surety company issuing the bid bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashier's checks drawn on a national bank or a bank chartered under the laws of the state, payable to the City of Omaha, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements. LETTERS OF CREDIT AND COMPANY CHECKS ARE NOT ACCEPTABLE SUBSTITUTES FOR A BID BOND AND WOULD BE CAUSE FOR</p>
<p>PERFORMANCE GUARANTEE: Bid required Performance Guarantee as outlined on Page 10.</p>
<p>INSURANCE: For City projects where the scope of work will be less than \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$500,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p> <p>For City projects where the scope of work will exceed \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p>
<p>New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)</p> <p>The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.</p> <p>If the Contractor is an individual or sole proprietorship, the following applies:</p> <ol style="list-style-type: none">1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

Responsible Contractor Compliance Form RC-1



1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature

Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

Specifications for Residential Street Snow Plowing and Anti-icing

General:

The City of Omaha is soliciting bids for residential street plowing and anti-icing. Work will be done within the Omaha city limits. Contractors shall be responsible for complete curb to curb plowing of residential streets in assigned areas. Contractors are not required to haul snow. Spreading of anti-icing material whether salt, salt/sand mixture, or other similar material may be a separate operation or in addition to a plowing operation. Contractors must demonstrate the wherewithal to provide equipment and qualified personnel to plow and spread.

Snow removal occurs during a wide range of weather conditions. Weather conditions are variable and difficult to predict. Snow removal operations are difficult and hazardous. The unpredictable nature of the work environment makes strict quantitative standards difficult to enforce. Nevertheless, standards are set forth here and every attempt shall be made to comply with them.

Contractors shall plow residential streets after a snowfall that produces two inches or more of snow accumulation. For snowfalls of less than four inches, plowing shall begin at the end of the accumulating snow. For snowfalls greater than four inches, plowing shall begin once an accumulation of four inches is reached.

The City shall notify the Contractor when the conditions are such that residential plowing is to begin. Plowing shall begin within one hour of notification. Plowing of all assigned areas is to be complete within 24 hours of notice to begin plowing.

Contractors shall spread anti-icing material when slick conditions develop and when called for by the City. Material shall be spread at a rate specified by the City. The rate shall be specified for each storm. The rate shall be between 100 and 500 pounds of material per lane-mile. The City will provide the material at no cost to the Contractor.

Contractors are required to monitor weather forecasts throughout the winter contract period. Contractors shall be prepared to plow and spread within the scheduled contract times.

Plowing and spreading of residential areas shall be complete within 24 hours of initiation of plowing.

Plowing requirements:

Plowing shall begin within one hour of notice to proceed. Plowing shall be complete within 24 hours of the notice to proceed. This requirement will be waived for lengthy events, windy conditions, or snow amounts exceeding eight inches.

The Contractor is required to notify the appropriate supervisor when plowing begins in each assigned area. Notification shall be by time-stamped email or person-to-person phone call. Notification may not be thru voice mail.

The City will provide detailed maps of each assigned area. Maps will show all streets to be plowed and all streets that are not included in the area.

The Contractor is required to familiarize himself with assigned areas. Drivers should be familiar with the limits of the areas. Drivers should be familiar with private streets that are not to be plowed and routes within each area that are plowed by the City. Payment will not be made for plowing streets that are excluded.

The plowing operation shall be continuous except for reasonable breaks for meals and short rest breaks. Contractors may not halt the plowing operation to perform other snow removal work.

Contractors shall plow all streets curb to curb. The cleared path shall be as close to the curb as possible. In no case shall the cleared path be more than 18" from back of curb unless parked cars or other obstructions interfere.

On uncurbed streets, the edge of the travelled pavement shall be used in lieu of the curb line.

The Contractor must plow around parked cars and return to the curb in as short a distance as the plow vehicle will allow. The Contractor shall use appropriately sized equipment in areas where on-street parking is typical. Equipment shall be maneuverable enough to plow in and out of parked cars. Where parked cars prevent a plow to pass down the street, the Contractor shall report the location to the City.

Snow shall be plowed to the right at all times. Snow shall be windrowed more or less evenly along the length of the curb. Cul-de-sacs and circles are the exception to this requirement.

Intersections shall be cleared of windrows. Snow shall be more or less evenly distributed along the curb line at corners. Intersections shall not be cleared diagonally or in such a manner to produce large piles of snow on sidewalks and curb ramps.

Cul-de-sacs must be plowed to the curb, not pushed to the middle of the cul-de-sac. Generally snow is not evenly distributed around the cul-de-sac but is stored in one or more piles behind the curb. Snow shall not be piled over fire hydrants. Snow piles shall be located away from drives and mailboxes.

Circles are city streets with center islands as shown in the below illustration.



Payment will be by the lane-mile for circles. No additional “cul-de-sac” payment will be made for circles. Snow may be plowed to the center island in circles.

Snow plow equipment shall be of sufficient size and weight to remove snow down to pavement. The completed, plowed street shall have exposed pavement and hard, packed snow that cannot be removed by plowing with the full weight of the plow resting on the pavement.

After the residential area is completely plowed, the Contractor shall promptly notify the City. (It is important to notify the City as soon as possible; the City will spread anti-icing material as soon as the area is plowed.)

Contractors will be provided with names, phone numbers, and email contact information so that they may communicate directly with the snow operation supervisors for the area in which they are working. Supervisors are available 24 hours per day and seven days per week.

Spreading requirements:

The operational requirements for plowing apply equally to spreading.

The Contractor will be supplied with a known quantity of material, measured by volume or by weight. The contractor may only apply City supplied material on city streets in assigned areas. The Contractor is required to reimburse the City for material applied to non-city streets, parking lots and other areas. The Contractor is required to reimburse the City for material that is not accounted. A 20 percent overage is allowed.

If the contractor uses excess material, the cost of the material, plus 10 percent, will be deducted from his payment.

Example. A contractor is to apply 200 pounds per lane mile to 50 lane miles of residential streets. This requires five (5) tons of material. With 20 percent overage, the contractor is allotted six (6) tons for the spreading operation. The contractor picks up eight (8) tons of material and returns one (1) ton after the spreading operation is complete. He has used seven (7) tons, one (1) more than

the allotment. The cost of one (1) ton of material will be deducted from his payment.

Where the Contractor is plowing and spreading, the Contractor shall spread material only after plowing is complete. Material shall not be spread on partially plowed streets. Material may be spread as a separate pass or during the last plowing pass.

Truck and equipment requirements:

All equipment is subject to Public Works inspection and approval. The City reserves the right to waive any of the requirements set forth herein. Successful bidders must demonstrate that they have equipment of sufficient size and weight to plow. Equipment shall be in good condition and repair so as to perform continuously throughout a typical snow plow operation. Equipment shall be legally licensed.

Equipment shall be equipped with rotating or flashing, blue and amber lights. Lights shall be in use when plowing streets. Lights shall be in compliance with Nebraska Motor Vehicle Laws.

Trucks less than 15,000 GVW shall be four wheel drive.

Plow weight (not including vehicle mount weight) shall be at least 800 pounds. Plow shall be equipped with a steel cutting edge one-half inch ($\frac{1}{2}$ ") in thickness or greater.

Tractors, excavators, loaders, etc. must have trip plows. Plow configurations that could potentially damage public or private property will not be permitted. Non-truck mounted plows must be capable of plowing with a down-pressure equal or greater than that achieved with an 800 pound, eight (8) foot long plow.

Plow shoes, rollers, or similar devices that raise the cutting edge above the pavement are not permitted.

Spreaders must be in good working order. The contractor must demonstrate the ability to meter the amount of material placed. Spreaders must be adjustable at

the chute to spread material evenly across the width of the street. Spreaders must have variable speed control. Spreaders must be at least six (6) feet in length so they can be loaded by a skid loader. Spreaders must have a minimum capacity of two (2) cubic yards.

The City may require the Contractor to demonstrate his spreading equipment. Equipment that cannot operate reliably and effectively would not be approved for use under this contract.

The City may provide magnetic signs indicating that equipment is an official contractor working for the City of Omaha. The signs may have a vehicle identification number. If signs are provided, the Contractor is required to affix signs to vehicles working under this contract.

Contract period and availability:

Contractors shall be available by phone and email 24 hours per day. The notice to begin work may be issued at any time of day, any day of the week, including weekends. The City will make every attempt to notify contractors of the anticipated operational plan.

The duration of this contract will be from November 1 thru April 15. Contractors shall be available to plow throughout this time period. Contractors shall monitor weather conditions throughout the contract period so as to be prepared to commence work within one hour of notice to begin.

Contract requirements:

Successful bidders shall provide a certificate of insurance indicating (1) adequate workers compensation; (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$500,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.

The Contractor shall report all accidents and damage that may result from the plowing operation. Such reports shall be made by phone to the City Supervisor.

Contractor shall report the location where the damage occurred, the time of the incident, and a description of the damaged item (mailbox, parked car, etc.).

The Contractor shall handle all damage claims in a timely and professional manner. The Contractor and his insurer shall communicate with claimants regarding the status of the claim. The City will not intercede between the Contractor and claimants. However, failure to settle claims fairly and in a timely manner may be reason to recommend against future contract awards.

In the event of an accident involving another driver, the City Supervisor and the Police shall be contacted. Notifying the Public Works Supervisor does not relieve the Contractor of his obligation to legally report accidents.

Successful bidders shall provide a certified check in the amount shown in Table 1 as a performance guarantee. The check shall be deposited by the City. Should the contractor fail to perform satisfactorily under the residential snow plowing contract, the City shall keep the deposited funds as compensation for the damages resulting from failure to provide snow plowing and anti-icing services.

Contractors are required to comply with all local, state, and federal regulations. The City will not provide oversight, supervision or monitoring of the contractor's employees. The City's contractual obligation is to pay for completed, plowed residential areas.

The City only will pay for completed work. Partial payment will be made for work that is halted due to weather conditions that eliminate the need for plowing and spreading, e.g., warm temperatures and sun begin melting snow at such a rate that residential plowing is cancelled. Payment will be based on completed lane miles of street.

Work on an hourly rate:

The City has the sole discretion to initiate an operation that utilizes the contract work force in such a way that work cannot be measured and paid for on the basis of inches of snow per lane mile. Typically, payment for plowing will be on an hourly basis during blizzard conditions and extended snowfalls.

Hourly rates are based on the size of the plow truck. The following schedule will be used. Bidders agree to the reimbursement rates as listed below.

Hourly Rates for Plow Trucks and Spreaders

Pickups - Less than 1 ton	\$68.00 per hour
Pickups - 1 ton and larger	\$75.00 per hour
Trucks - 16,000-20,000 GVW	\$97.00 per hour
Trucks - 20,000-35,000 GVW	\$111.00 per hour
Trucks - Over 35,000 GVW	\$125.00 per hour

The rates are based on the latest FEMA Schedule of Equipment Rates. The rates listed above include labor and profit.

For equipment other than the pickups and trucks listed above, the rate shall be developed using the same procedure.

Payment:

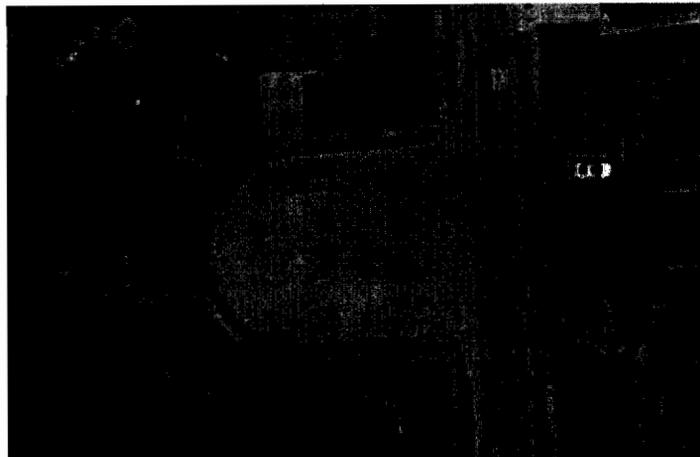
Payment is made for a residential area when it is plowed in its entirety. The payment is the agreed upon number of lane miles times the bid unit price for the actual depth of snow. For example, if the residential area contains 20 lane miles and the contract unit price for 2 to 4 inches of snow is \$20.00, the Contractor would be paid \$400.00 for satisfactorily plowing the area.

Additional payment is made for each cul-de-sac. Payment is in addition to the lane miles calculated based on the length from the intersection of the cul-de-sac street with the intersecting street, to the center of the circle.

A standard cul-de-sac is show below. Payment for this cul-de-sac would be based on 256 feet of two-lane street plus payment at the contract unit price for clearing a cul-de-sac.



There are also bubble cul-de-sacs in some neighborhoods. These are as shown:



Payment for this cul-de-sac would be based on 75 feet of six lane street plus payment at the contract unit price for clearing a cul-de-sac.

Alleys may be included as part of the lane mileage within an area. Alleys shall be cleared to a minimum width of 15 feet. Alleys may be plowed to the right, left, or both sides if conditions warrant.

The City may halt the snow operation. This can be done at the City's sole discretion if weather and road conditions warrant. Payment will be made based on the mutually agreed upon percentage of completed area.

Performance guarantee

Successful bidders will provide a certified check made out to the City of Omaha as a performance guarantee. This will be held in the City's account until the end of the contract period. The performance guarantee funds will be forfeited as liquidated damages for administrative costs, alternate performance and delay to the public (not for physical damage or injury) if the Contractor is grossly negligent in the performance of the contract. Gross negligence as the term is used herein includes but is not limited to: failure to plow when notified, a significant percentage of plowing that substantially fails to meet standards, excessive damage to private property, and failure to notify the City of start and completion times.

The amount of the certified performance guarantee check shall be \$500.00 if the contractor is awarded one (1) or two (2) residential areas. The amount shall be \$1,000.00 if the contractor is awarded three (3) or more residential areas.

This guarantee check must be delivered to the City before a contract will be awarded.

Instructions to bidders:

Contractors shall be paid based on the total accumulation of snow for each snow event as measured at 96th & F Street using NOAA approved methodology. Payment shall be made for plowing 2 – 3"; 3 – 4"; 4 – 6"; 6 – 8"; 8 – 10". For larger storms and blizzard conditions, the hourly rate shall be used.

Bidders **may** submit bids for spreading anti-icing material. Bids without spreading work will be accepted. Bidders who propose to spread anti-icing material shall submit two spreading bids. One bid is for spreading areas that have been plowed. This unit price will be paid in addition to the price for plowing. The other bid is for spreading only.

Bidders may submit prices at a minimum for one district **and** cul-de-sac's. Payment for cul-de-sacs is in addition to payment for plowing per lane mile. Bids

must be for **all** ranges of snow depth and hourly rates. The City will not accept incomplete bids. In other words, bids will not be accepted for either just the low range of snow events or just the high range. Bidders are expected to plow after and during all types of snow events, including severe and blizzard conditions.

The unit price bid for each district and each range of snowfall is complete compensation for plowing one (1) lane mile of residential street in accordance with this document and for all labor, fuel, material (except salt and sand provided to contract spreaders), equipment costs, operating expenses, incidentals, overhead and profit.

The unit price for each hourly rate in each district is complete compensation for plowing residential streets for one hour in accordance with this document and for all labor, fuel, material (except salt and sand provided to contract spreaders), equipment costs, operating expenses, incidentals, overhead and profit.

The unit price bid for cul-de-sacs and each range of snowfall is complete compensation for plowing one (1) cul-de-sac in accordance with this document and for all labor, fuel, material, equipment costs, operating expenses, incidentals, overhead and profit.

Contractors will be awarded a contract for one or more residential areas. Residential areas vary in size and in the lane-miles of streets contained therein. Where two or more areas are awarded to a Contractor, the City will attempt to award adjacent areas.

Throughout the course of this contract, the City may, with the agreement of the Contractor, adjust the number of areas assigned to a particular Contractor.

Multiple contracts will be awarded. Contracts will be awarded to lowest and best bidders.

Contractors are to request the quantity of work they wish to undertake. Contractors must demonstrate that they possess the equipment and personnel to complete plowing in assigned areas within the time permitted. The minimum number of lane miles that will be assigned is 20. The City has sole discretion to

assign a quantity of residential areas to a Contractor as is in the best interests of the City. The City may award more or fewer lane miles than requested.

Bidders are required to familiarize themselves with work areas.

In addition to the unit price bids, contractors **must** provide a list of equipment, including rented equipment, they will use under this contract. The contractor shall provide a work plan listing the personnel who will operate the equipment.

Request for Bid – Residential Street Plowing

Snow Plowing Cost per lane mile

	Inches of Snow				
	2" – 3"	3" - 4"	4" - 6"	6" - 8"	8" - 10"
District 1					
District 2					
District 3					
District 4					
District 5					
Cul-de-Sac's					

Bids for spreading anti-icing material are optional.

Spreading Cost per lane mile - while plowing: _____

Spreading Cost per lane mile - spreading only: _____

Total miles of Residential Street Plowing requested: _____



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this 17th day of September, 2013, by and between the City of Omaha, a municipal corporation located in Douglas County, Nebraska (hereinafter referred to as the "City"), and The Schemmer Associates Inc. (hereinafter referred to as the "Provider"), on the terms, conditions and provisions as set forth herein below. All references to "Contractor" shall mean "Provider".

I. PROJECT NAME AND DESCRIPTION

Contract Administration of Residential Snow Plowing for the 2013/2014 Winter Season

II. DUTIES OF PROVIDER

- A. Provider agrees to perform professional services, as set out and more fully described in the Proposal attached hereto, for the City, relative to the above-referenced project which is illustrated in Exhibit "B" attached hereto. Such services shall be completed within a "Provider agrees to provide the services defined herein during snow events when directed by the City" day period after receipt of a purchase order from the City.
- B. Provider designates Jon Goldie whose business address and phone number is 1044 North 115th Street, Suite 300, Omaha, Nebraska 68154; cell phone No. 712-355-0730 as its project manager and contact person for this project.
- C. Provider agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by the City to assure a proper accounting for all project funds. These records shall be made available to the City for audit purposes and shall be retained for a period of five (5) years after the expiration of this Agreement.
- D. Provider agrees to prepare a schedule of compensation, detailing hourly rates for all compensated providers, employees, and subcontractors.
- E. Provider agrees to complete, within "Provider agrees to provide the services defined herein during snow events when directed by the City" calendar days of receipt of a purchase order from the City, the necessary services. The City recognizes that completion within this deadline is contingent upon timely response from utilities and City input.
- F. Provider agrees to have a current Contract Compliance Form (CC-1) on file with the City's Human Rights and Relations Department prior to signing the agreement.

III. DUTIES OF CITY

- A. City designates Kevin Daily whose business address and phone number are 5225 Dayton Street, Omaha, Nebraska 68117, phone No. 402-444-4919 as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence for proceed with the project and various aspects of it.

IV. COMPENSATION AND PAYMENT

- A. The cost of services as specified in the Scope of Service, shall be performed on an hourly basis, but in no event shall exceed \$45,000. Detailed breakdown of costs shall be shown in Exhibit "C".
- B. Reimbursable expenses shall be billed to the City by the Provider.
- C. INCREASE OF FEES

The parties hereto acknowledge that, as of the date of the execution of the Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increase the original fee as awarded (a) by ten percent, if the original fee is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the city council. The provisions of this section will be quoted in all future city contracts. Nothing in this section is intended to alter the authority of the mayor under section 5.16 of the Charter to approve immediate purchases.

V. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges the Provider's construction documents, including electronic files, as instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Provider, the final construction documents prepared under this Agreement shall become the property of the City. The City shall not reuse at another site or make any modification to the construction documents without the prior written authorization of the Provider. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the City, regardless of whether such reuse or modification is for use at the Project site or another site.

VI. ADDITIONAL SERVICES

In the event additional services for the aforementioned project not covered under this Agreement are required, Provider agrees to provide such services at a mutually agreed upon cost.

VII. INSURANCE REQUIREMENTS

Provider shall carry professional liability insurance in the minimum amount of one half million dollars and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Nebraska.

VIII. INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Provider's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Provider is legally liable. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs in connection with the Project, to the extent caused by the City's negligent acts or the negligent acts of anyone for whom the City is legally liable. Neither the City nor the Provider shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

IX. TERMINATION OF AGREEMENT

This Agreement may be terminated by the City upon written notice to the provider of such termination and specifying the effective date at least seven (7) days prior to the effective date of such termination. In the event of termination, the provider shall be entitled to just and equitable payment for services rendered to the date of termination, and all finished or unfinished documents, data surveys, studies, drawings, maps, models, reports or photographs shall become, at the City's option, its property.

X. GENERAL CONDITIONS

- A. Non-discrimination. Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS 12101 et seq. and Omaha Municipal Code section 13-89, political or religious opinions, affiliations or national origin.
- B. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- C. Applicable Laws. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- D. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.
- E. Interest of the Provider. The Provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; he further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- F. Merger. This Agreement shall not be merged into any other oral or written agreement, lease or deed of any type. This is the complete and full agreement of the parties.

- G. **Modification.** This Agreement contains the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- H. **Assignment.** The Provider may not assign its rights under this Agreement without the express prior written consent of the City.
- I. **Strict Compliance.** All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
- J. **LB 403 Contract Provisions. - NEW EMPLOYEE WORK ELIGIBILITY STATUS -** The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

- K. **Contract Compliance Ordinance No. 35344, Section 10-192
Equal Employment Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability, or national origin. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.

- 3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor shall furnish to the human rights and relations director all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- 5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
- 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

EXECUTED this 17th day of September, 2013.

The Schemmer Associates Inc.
Provider

Joan A. Klats
ATTEST

By Loras A. Klostermann, P.E.
Group Manager, Field Services
(Title)

EXECUTED this _____ day of _____, _____.

ATTEST

CITY OF OMAHA, A Municipal Corporation

City Clerk

By _____
Mayor

APPROVED AS TO FORM:

W. O. M. 9-19-13
Deputy City Attorney

Revised: 12/2012

EXHIBIT "A"

RESERVED

EXHIBIT "B"

SCOPE OF SERVICES

Contract Administration of Residential Snow Plowing For the 2013 / 2014 Winter Season

General Information

The City of Omaha Public Works Department is seeking statements of qualifications from firms interested in contract administration of residential snow plowing. The City intends to hire small contractors to plow snow in residential areas. Last year the City hired twenty plowing contractors for this work.

Contract administration includes field observation of the contractors and their recently completed work. Field personnel are also required to check problems reported by the public. Field observers may monitor more than one contractor and up to ten snow plows. Every effort will be made to keep the contractor's active working area as compact as possible throughout the snow removal operation.

The work will generally be performed over a continuous 24 to 48 hour period. Work may begin at any time of the day and may include weekends and Holidays.

Requirements

Qualified firms must demonstrate that they have a minimum of six full time observers available for this work. A full time project manager must be assigned. Each observer must be equipped with a vehicle.

Observers will generally work in two teams of three, each on a twelve hour shift. Each team will be assigned to monitor the work done by contractors working within one of five maintenance districts. Each team must be available on short notice and able to remain on continuous duty for at least 72 hours.

The City has five maintenance districts. An observation team will be assigned to each district. Firms with adequate resources may work in more than one district.

Each observer will have a vehicle suitable for operation during a winter storm. Each observer will have a camera to record deficiencies and other items.

Observers will be reimbursed on an hourly basis. The reimbursement shall be complete compensation for vehicle and other equipment. No extra overtime rate shall be paid. The rate shall be the same for all observers. Different rates will not be paid irrespective of the firm's actual pay rate for the individual. A higher rate is acceptable for the full time project manager.

Example

The attached map titled **2012 Contractors** shows the assignments to residential contractors last winter. The City is divided into five maintenance districts and each district is divided into 30 or so areas, identified by a four digit number. The 1000 series areas are in Maintenance District 1, the 2000 series areas are in Maintenance District 2, and so on.

In Maintenance District Number 1, three (3) contractors were assigned. These were Precision Enterprises, Goslin, and Nebraska's Best. Nebraska's Best also had responsibilities in neighboring District 3. One team of observers would be assigned to monitor the work done by these three contractors. A total of 20 to 25 plow trucks would be working for the three contractors.

A typical snow operation starts with City crews plowing or spreading anti-icing material on main streets. At some point, either the accumulating snowfall ends or the accumulation reaches a point where residential street plowing is necessary. In most cases, residential streets will be plowed when two or more inches accumulate. The contractors and contract administrators will be given as much advance notice as possible that residential plowing will be done. In one case last season, based on the weather forecast, the City planned to begin plowing at 9:00 pm and notified the contractors of such at noon that same day. In another case, accumulations were greater than forecast and contractors were notified at 6:00 am to begin plowing as soon as they could muster their personnel and equipment.

Contractors who complete plowing in their assigned areas are directed to work in other neighboring areas. At the same time, areas are assigned to City personnel who have completed their work on majors or in other areas. Contractors and City forces work concurrently until all areas have been completed or assigned.

Qualifications Statement

Firms interested shall submit a letter of interest that will include:

- Statement of qualifications.
- Narrative discussing experience, approach and other relevant issues.
- List of personnel who will be part of the observer team.
- Resume of the Project Manager.
- Proposed fee schedule.

The statement shall not exceed seven pages.

Firms will be selected based on availability, qualifications, fee, and other factors. One or more firms may be selected.

Contact

Inquiries relating to this RFQ should be directed to the City of Omaha Public Works Department, Scott McIntyre at 402-444-4930.

Proposals (two copies) shall be submitted to the City of Omaha Street Maintenance Division, 5225 Dayton Street, , Omaha, NE 68183 by 4:00 p.m. on August 26, 2013.

SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

August 23, 2013

EXHIBIT "C"

BREAKDOWN OF COSTS

Mr. Scott McIntyre
Street Maintenance Engineer
Omaha Public Works Department
5225 Dayton Street
Omaha, NE 68117

RE: Professional Services Proposal
2013/2014 Contract Administration of Residential Snow Plowing
City of Omaha, Nebraska
Schemmer Project No. 01256.V03

Dear Mr. McIntyre:

The Schemmer Associates Inc. (Schemmer) proposes to render Contract Administration of Residential Snow Plowing services to the City of Omaha (City).

I. SCOPE OF SERVICES

The City intends to hire small contractors to plow snow in residential areas. To monitor the work of these small contractors, the City intends to hire consultants.

Contract administration includes field observation of the contractors as their work progresses and observations of their recently completed work. Field observers will also check and document problems reported by the public.

The City will be divided into five districts for this work. The City intends to have observers work in two teams of three to observe an individually assigned district, with each observer typically monitoring up to 10 plows. Each three-person team will work a 12-hour shift, then be relieved by the other three-person team for the remaining 12 hours of the day. Teams will be available on short notice and be able to remain on continuous duty for at least 72 hours.

II. QUALIFICATIONS

Schemmer services include contract administration. We have a pool of 20 people in the Omaha area that could be utilized for this project.

Schemmer has qualified staff to provide full-time project management to supervise the teams during each snow event. Jon Goldie will be the project manager. Jon is a professional engineer and very detailed orientated. Due to the long hours required, we will have three other persons available to assist Jon in the project management duties, Greg Kizzier, Jon Firkins, and Brad Elting.

Schemmer has the equipment necessary to perform this work. Personnel have smart phones with camera and video capabilities. We also have cameras available for personnel. Schemmer has a fleet of 9 pickup trucks in the Omaha area, with 7 of those trucks having four-wheel drive. These trucks have strobe lights and are well suited for this project. Other equipment available to our personnel includes measurement tapes and calibrated wheels, and laptop computers.

PHONE 402 493 4800
FAX 402 493 7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

Schemmer has the equipment necessary to perform this work. Personnel have smart phones with camera and video capabilities. We also have cameras available for personnel. Schemmer has a fleet of 9 pickup trucks in the Omaha area, with 7 of those trucks having four-wheel drive. These trucks have strobe lights and are well suited for this project. Other equipment available to our personnel includes measurement tapes and calibrated wheels, and laptop computers.

Reports will be assembled in the field by each observer from the notes being taken. Reports will be reviewed by the project manager.

Schemmer has the personnel and equipment necessary to provide the project services for two Districts. A team of two sets of three field contract administration persons with trucks and a full-time project manager are required, with three persons and a project manager working 12-hour shifts during a snow event. The teams will be available for the duration of the snow event, generally for at least 72 continuous hours.

III. COMPENSATION

Schemmer will perform the work on a unit rate basis. The unit rates include the cost of the field vehicles and all equipment. Schemmer is available to provide the project services using the following rate:

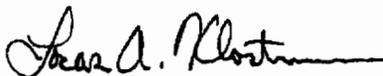
\$77.50 per hour

All work will be done in accordance with the terms of the attached General Conditions. Schemmer will invoice you only for the actual number of hours of service required.

If the foregoing is agreeable, please indicate your acceptance by signing and returning one copy of this proposal. We will consider the signed proposal an Agreement between the City of Omaha Public Works Department and The Schemmer Associates Inc. for the services described herein. We look forward to working with you on this project. If you have any questions or need further information, please contact us at 402-493-4800.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS



Loras A. Klostermann, P.E.
Group Manager, Field Services

ACCEPTED:
City of Omaha Public Works Department

BY _____

TITLE _____

DATE _____