

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 5 / 17

Date of meeting 10 / 18 / 17

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Ryan Luttmann, Public Works Director

Address: 1123 Lake Street

Phone number and email address: 263-3407 rluttmann@sandpointidaho.gov

Authorized by: Ryan Luttmann

name of City official



City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: 2017-2018 Snow Removal Equipment Rental Bid Award and Contract

Summary of what is being requested: Public Works Department is requesting award of the 2017-2018 Snow Removal Equipment Rental Bid. Bids were received on October 4, 2017 and the

Public Works Department is requesting award to the lowest responsible bidder.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes No

If yes, in what way? The work is included in the FY 2018 budget.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?
Yes or No

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: Yes No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

Yes No Yes No

5. Have all the affected departments been informed about this agenda item? **Yes or No**

Yes No

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

Memo

To: City Council
From: Ryan J. Luttmann, Public Works Director
CC: Mayor Rognstad
Date: 10/5/2017
Re: 2017-2018 Snow Removal Equipment Rental Bid Award and Contract

Description/Background:

The City of Sandpoint requested bid proposals for snow removal equipment rental for the 2017-2018 winter season. The description of work included equipment and labor to transport snow from City roadways to designated storage areas. Additional bid proposals were received to perform other snow removal activities as authorized by the City.

The project was advertised in accordance with I.C. 67-2805 and the bid package was prepared by the Public Works staff. Bids were received and opened on October 4, 2017 at 2:05pm from the following bidder:

- Woods Crushing and Hauling, Inc

Attached is a copy of the bid received.

Staff Recommendation:

The Public Works Department recommends that City Council award the contract for the 2017-2018 Snow Removal Equipment Rental to Woods Crushing and Hauling, Inc., which offers a rate of \$115 per hour for dump truck rental. I request authorization for the Mayor to sign the contract.

No: 17-
Date: October 18, 2017

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: SNOW REMOVAL EQUIPMENT RENTAL BID AWARD AND CONTRACT 2017-18

WHEREAS: The City requested proposals for snow removal equipment rental for the 2017-2018 winter season with an advertisement published in the Bonner County Daily Bee on September 23 and 27, 2017;

WHEREAS: The proposals that were received were opened and publicly read aloud shortly after 2:00 p.m. on October 4, 2017, the deadline for submission of proposals;

WHEREAS: The only proposal received was from Wood's Crushing and Hauling, Inc., based in Bonner County, a qualified and responsive bidder; and

WHEREAS: It is the recommendation of the Public Works Director that the proposal from Wood's Crushing and Hauling, Inc., which offers a rate of \$115 per hour for dump truck rental, be accepted.

NOW, THEREFORE, BE IT RESOLVED THAT: The proposal from Wood's Crushing and Hauling, Inc., is accepted, and the Mayor is authorized to execute a contract with Wood's Crushing and Hauling, Inc., a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden

CITY OF SANDPOINT
EQUIPMENT RENTAL – SNOW REMOVAL
CONTRACT

THIS CONTRACT is made and entered into this _____ day of October, 2017, by and between the City of Sandpoint, a municipal corporation of the State of Idaho with its principal offices at 1123 Lake Street, Sandpoint, Idaho, hereinafter “CITY” and Woods Crushing & Hauling Inc, hereinafter “CONTRACTOR” with its principal place of business at 933 Woodside Road, Sandpoint, Idaho 83864.

WHEREAS, the Mayor and City Council of the City of Sandpoint recognize CITY’s need for equipment and labor to transport snow from CITY roadways to designated storage areas; and

WHEREAS, CONTRACTOR has sufficient personnel and equipment to transport snow to designated storage areas for CITY.

WITNESSETH

That in consideration of the payments, covenants, and mutual promises contained herein, to be made and performed by the parties hereto, the parties covenant and agree as follows:

1. DESCRIPTION OF WORK
CONTRACTOR shall provide equipment and labor, at the Contract Unit Prices specified herein, to transport snow from CITY roadways to designated storage areas, and to perform other snow removal activities as authorized by CITY. Attachment A "Special Provisions and Attachment B "Proposal form" is hereby incorporated into this agreement by this reference.”
2. PAYMENT
CITY hereby promises and agrees to employ CONTRACTOR at the contract unit prices and for the contract units actually performed as set forth in the Attachment B “Proposal form”, which is incorporated herein by the reference. CITY hereby contracts to pay for the same according to the attached rates at the time and manner and upon the conditions provided for in this Contract. CONTRACTOR shall bill CITY on or before the first day of each month for completed work. CITY shall make payment to CONTRACTOR within thirty (30) days.
3. COMMENCEMENT OF WORK
CONTRACTOR shall ensure the availability, and shall guarantee the delivery, with as much advanced notice as possible, up to twelve (12) tandem axle, twelve (12) cubic yard capacity dump trucks; drivers and any other equipment as offered herein.

CITY OF SANDPOINT
EQUIPMENT RENTAL – SNOW REMOVAL
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4. HOLD HARMLESS AND INDEMNIFICATION

All services and work to be rendered or performed under this Contract will be performed and rendered entirely at CONTRACTOR's risk. CONTRACTOR expressly agrees to hold harmless and indemnify CITY as set forth in Section 104.10 of the Idaho Standards for Public Works Construction.

5. INSURANCE

CONTRACTOR shall procure and maintain at its expense during the term of this Contract insurance covering activities performed under and contractual obligations undertaken in the Contract at least in the amounts set forth in Sections 104.07, 104.08 and 104.9 of the Idaho Standards for Public Works Construction.

These limits are not intended to be an indication of exposure, nor are they limitations on indemnification. CONTRACTOR agrees to furnish CITY with a Certificate of Insurance as proof of the appropriate insurance coverage listed above prior to the commencement of any work under this Contract.

6. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall perform this Contract as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, representatives, and operations. Neither CONTRACTOR nor anyone employed by it or its delegate or subcontractors shall be or be deemed to be or act or purport to act as the agent, representative, employee, or servant of CITY.

Accordingly, payment for work performed under this Contract does not include holidays, sick leave, or annual leave. It is further understood that such payments made to CONTRACTOR shall not include deductions from income tax, social security, retirement, workers compensation, or medical insurance for any of CONTRACTOR's employees, agents, representatives, delegates, or subcontractors; that CONTRACTOR shall provide such payments; and that it is not the responsibility of CITY to provide such benefits.

7. COMPLIANCE WITH LAW

CONTRACTOR agrees to comply with all Federal, State, and Local laws, including Chapter 9, Title 40 of Idaho Code.

8. ENTIRE CONTRACT

The Contract may only be amended or modified by mutual written agreement of the parties. All amendments of modification shall be signed by both parties and attached to this Contract.

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9. NONWAIVER OF RIGHTS

The parties agree that the excuse of forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a subsequent time.

10. JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Idaho, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Idaho, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of or relating to this Contract shall be instituted and maintained only in any State court of competent jurisdiction in the County of Bonner, State of Idaho.

The parties agree that this Contract is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded. The parties shall identify any perceived dispute within written correspondence to the other party. The parties shall attempt to resolve any dispute by way of a meeting between CONTRACTOR and its representative or attorney, if desired and the Public Works Director and City Attorney, if desired.

11. NOTICES

Any notice to a party may be made by mailing, faxing, or delivering correspondence to the other party at the following locations:

CITY OF SANDPOINT: 1123 Lake Street
Sandpoint, Idaho 83864
Phone: 208-263-3407
Fax: 208-263-3678

CONTRACTOR: Woods Crushing & Hauling Inc.
933 Woodside Road
Sandpoint, ID 83864

CITY OF SANDPOINT
EQUIPMENT RENTAL – SNOW REMOVAL
CONTRACT

12. TERMINATION

Either party may terminate this Contract by giving the other party sixty (60) days written notice of termination. The CITY may terminate this Contract for cause by giving the CONTRACTOR twenty-four (24) hours notice.

IN WITNESS WHEREOF the parties hereto have executed this Contract as written above.

CONTRACTOR

CITY OF SANDPOINT

Shelby Rognstad, Mayor

Title: _____

ATTEST

Maree Peck, City Clerk

APPROVED AS TO FORM

Scot R. Campbell, City Attorney

ATTACHMENT "A" SPECIAL PROVISIONS

PROJECT STANDARDS

The project shall consist of providing equipment and labor, at the Contract Unit Prices specified herein, to transport snow from Sandpoint City roadways to designated storage areas and to perform other snow removal activities as authorized by the Public Works Director.

The Proposal shall include the cost of all fuels, lubricants, replacement parts, supplies and materials required to maintain the Contract Equipment in good operating condition. All trucks and equipment shall be in good operating condition and appropriately licensed and insured.

Trucks shall be equipped as necessary to accept snow delivered by the City's snow blower and to transport and deposit the snow in an efficient manner.

All equipment operators shall be fully trained and capable of operating the equipment in a safe and professional manner. All equipment operators shall maintain an appropriate Commercial Drivers License, and shall participate in an approved Drug and Alcohol Testing program.

PROJECT QUANTITIES

The Proposal shall include all costs for providing:

1. Twelve (12) tandem axle, twelve (12) cubic yard capacity dump trucks; and
2. Other equipment units as offered herein.

Contractor may offer any equipment that may be of assistance to City during snow removal operations - motor graders (with or without snow wing), wheel (front end) loaders, truck plows, and loader or truck mounted snow blowers. A description of each unit offered, including manufacturer, model, and the complete unit price shall be included in the Proposal.

Acceptance of a Proposal does not, in any manner or form, guarantee the number of hours a particular unit may be employed.

Payment will be made only for the actual quantity of work performed and accepted in conformance with this Contract.

ATTACHMENT "B"

CITY OF SANDPOINT

EQUIPMENT RENTAL - SNOW REMOVAL 2017-2018 PROPOSAL FORM

BID OF Wood's Crushing & Hauling Inc.
(Name)

933 Woodside Rd Sandpoint Id. 83864
(Address)

herein proposes to furnish Equipment Rental - Snow Removal units, in accordance with the attached specifications dated 10-4-17 and as on file in the Office of the City Engineer.

ITEM	EQUIPMENT DESCRIPTION	UNIT PRICE
1.	Dump Truck <u>12 CY Peterbilt</u>	\$ <u>115.00</u> /hour
2.	Motor Grader <u>Cat 143H</u>	\$ <u>130.00</u> /hour
3.	Wheel Loader <u>Cat 970F</u>	\$ <u>130.00</u> /hour
4.	Dozer w/Blade <u>Cat D8R</u>	\$ <u>235.00</u> /hour
5.	_____	\$ _____ /hour
6.	_____	\$ _____ /hour
7.	_____	\$ _____ /hour

**Completed Bid shall be sealed in an envelope and clearly marked
"PROPOSAL FOR EQUIPMENT RENTAL - SNOW REMOVAL 2017-2018"**