

CITY OF RAMSEY

AGREEMENT FOR PARKING RAMP AND MUNICIPAL CAMPUS

SNOW REMOVAL

1. PURPOSE/INTENT

a. Ramp Snow Removal

The purpose of this agreement provides the City of Ramsey (hereinafter called CITY) and the successful bidder (hereinafter called CONTRACTOR) with a mutually acceptable agreement to provide planned and emergency scheduled snow removal operations at the Municipal Parking Ramp and Ramsey Municipal campus located at 7550/7650 Sunwood Drive NW, Ramsey, Minnesota.

b. Location

The Municipal Parking Ramp and sidewalks are located at 7650 Sunwood Drive NW Ramsey MN 55303.

The parking ramp at this time consists of 4 floors and 790 parking stalls. The surface parking lots and sidewalks are located at The Ramsey Municipal Center located adjacent to the ramp at 7550 Sunwood Drive NW. The surface parking lots consist of approximately 70 parking stalls spread over 3 lots.

c. Administration

This agreement shall be entered into with the City Council of the City of Ramsey, administered by the Public Works Superintendent and under the direct operation supervision of the Public Works Superintendent or designated representative.

d. Municipal Parking Ramp Snow Removal

The City's snow removal policy requires that the ramp, ramp entrance road, perimeter sidewalks associated with the ramp and internal exposed stairwells and crossover walkways will be cleared of all snow by 5:00 am on all levels of the parking ramp. Sidewalks and stairwells must be treated for ice as needed. Sidewalks will include approximately 500' of sidewalk used by the NorthStar Rail Station. Normal plowing operations for the City of Ramsey begin with the accumulation of two (2) or more inches of snow. For the purposes of the Parking Ramp and Municipal Center snow removal, operations will begin with the accumulation of ½" or more of snow. Deicing material will be required as needed in the ramp, especially on the ramp leading to the 4th level and the 4th level parking surface. Snow cannot be piled up on the ramp for removal. It must be removed in one continuous operation. It will be the responsibility of the contractor to supply a list of de-icing chemicals and their operating characteristics for approval by the city. Sand mix is only to be used in extreme cold or heavy ice conditions. Deicing material will be spread on all surface lots and sidewalks to provide safe driving and walking conditions. Snow is to be removed from the site and deposited at a location provided by the city. For bidding purposes the dumpsite will be located within a one mile radius of the Municipal Center. It is the intention of the CITY to retain the services of the CONTRACTOR for each snow fall requiring removal under the CITY'S current Snow Removal Policy. It will remain city staff's responsibility to respond to snowfalls and icy conditions that arise during the business day. Historically, Ramsey averages approximately 44 inches of snow per year requiring 6 - 10 separate snow removal operations. Snow removal operations should be completed in approximately 2-4 hours. www.nws.noaa.gov will be the official website for snowfall amounts for the 55303 zip code.

Municipal Surface Parking Lots and Sidewalks

The City's snow removal policy requires that all surface parking lots and sidewalks contained within the Municipal Center Campus will be cleared of snow and treated for ice by 7:00 am. It will be the responsibility of the contractor to supply a list of de-icing chemicals and their operating characteristics for approval by the city. Sand mix is only to be used in extreme cold or heavy ice conditions . Again the snow is to be removed from the site and deposited in a location provided by the city. No snow from the parking lots or sidewalks may be pushed or deposited on any city street, sidewalk or adjacent property without prior permission from the Public Works Superintendent.

e. Scope of Operations

It is the intent of the CITY that the CONTRACTOR provides adequate pieces of equipment to perform the snow removal operations. Additional pieces of appropriate type equipment for each area may be used by the CONTRACTOR for any or all snow removal operations with prior written approval of the CITY.

2. **LENGTH OF AGREEMENT**

- a. This agreement shall be a one year agreement limited to the snow removal seasons typically commencing November 1, 2012 and ending April 15, 2013 inclusive. This agreement may be renewed by written mutual consent of both the CITY and the CONTRACTOR.
- b. This agreement may be terminated for good cause, including failure to perform in accordance with this agreement, by the CITY during the agreement period subject to written notice being delivered by registered mail sent to the CONTRACTOR at the address referenced on the Proposal form.
- c. The CITY cannot and will not guarantee a minimum number of work hours for any snow removal operation for duration of the agreement.

3. **EQUIPMENT**

- a. All substantial equipment used in snow removal operations must be 2006 model year or newer. (pickups, skid steers, etc....)
- b. Accessories & Safety Equipment
All vehicles shall be properly equipped and outfitted to meet all local, county,

state or federal laws required for on-the-road emergency snow removal operations. Safety equipment will include emergency lighting that is visible 360 degrees around the vehicle. They shall provide the operator with full visibility in all directions and shall have a backup warning system. The operator's cab shall be fully enclosed and properly equipped with all equipment necessary to allow the efficient and safe operation of that vehicle. The CITY reserves the right to reject at any time, without notice to the CONTRACTOR, any vehicle that does not appear to comply with all rules or regulations required for over-the-road snow removal operations. Rejection of vehicle acceptability will also take into consideration the condition and limitations of operation of the vehicle or its accessory equipment.

- c. Skid steer loaders, dump trucks and similar equipment must include emergency lighting and meet all applicable DOT safety standards
- d. Vehicle Designation/Replacements

The CONTRACTOR shall provide the CITY with the vehicle identification number and license plate number (where applicable) to the CITY within ten days of execution of this contract. After inspection by the CITY, those vehicles acceptable for performance under this contract will be verified by the CITY. Except for emergencies, any planned substitution or replacement of previously approved equipment shall require prior written approval by the CITY.

4. OPERATION & MAINTENANCE

- a. Operator

The CONTRACTOR shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Minnesota to operate the bid vehicle or any anticipated replacement. The CONTRACTOR shall make every effort possible to ensure that the same operator performs the snow removal operation during the length of the agreement.

b. Parts & Fuel

The rates contained herein shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies including cutting edges and tire chain cross links. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair.

c. Storage

The CONTRACTOR shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for both the vehicle and operator.

5. PERFORMANCE REQUIREMENTS

a. Personnel

The CONTRACTOR shall provide the CITY with the name, address and telephone number(s) for at least two designated contact personnel responsible for

insuring response to the CITY'S request for services. The CONTRACTOR shall ensure that at least one of the contact persons is available and accessible 24 hours per day, seven days per week.

b. Response Time

The City will give a minimum of a (two) 2 hour advance notice of the projected start time. In the event the contractor misses a part of their assigned plowing areas they are required to respond within 30 minutes after being notified of the situation. The CONTRACTOR shall ensure that the equipment and operator are ready to report to the City garage at that time and able to continuously provide snow removal services through the completion of the areas. The CONTRACTOR shall not allow any given operator to work more than 16 consecutive hours without an eight hour break. The CONTRACTOR shall be responsible for providing replacement personnel if snow removal operations require more than 16 consecutive hours of operation.

c. Down Time

The CONTRACTOR shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and non-functioning for a period of two (2) consecutive hours, the CONTRACTOR shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the CITY.

d. Communications

The CONTRACTOR shall ensure that the operator maintains full availability for communication at all times during the snow removal operations.

e. Authority/Direction

The CONTRACTOR and his designated operators shall respond to all directions given by the CITY in a positive, courteous and timely manner during the snow removal operations. The CITY reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence or insubordination or inability of the piece of equipment to function properly for the requested services.

The CONTRACTOR shall begin the snow removal operations at the Public Works garage located at 14100 Jaspar St NW. This will allow the City to bring the Contractor up to date on any changes/issues that may need to be addressed.

f. Law Obedience

The CONTRACTOR and his designated operator shall be responsible for their actions and compliance with all regulatory laws and ordinances governing the operation of the machine while performing snow removal operations for the CITY.

g. Non Performance

The CONTRACTOR shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the CITY either prior to, during or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be

necessary due to non performance or excessive delays of the CONTRACTOR. The CONTRACTOR will also be responsible to supply a performance bond equal to half the annual bid.

h. Property Damage

The CONTRACTOR shall be responsible for any and all damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations. This includes landscaping and plant material surrounding the surface lots.

6. **COMPENSATION**

a. Payment Schedule

All pay requests must be prepared and submitted by the CONTRACTOR as verified and approved by the Public Works Superintendent. All payment requests submitted will be per snow event and dated as such. All pay requests so received shall be processed and payment made by the CITY not less than 15 and not more than 30 days after receipt.

7. **INSURANCE/LIABILITY/CLAIMS**

a. Indemnification

The CONTRACTOR indemnifies, saves and holds harmless the CITY and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the CONTRACTOR'S performance under this agreement. It is hereby understood

and agreed that any and all employees of the CONTRACTOR and all other persons employed by the CONTRACTOR in the performance of services under this agreement, required or provided for hereunder by the CONTRACTOR shall not be considered employees of the CITY and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged in any and all claims made by any third parties as a consequence of any act or omission on the part of said CONTRACTOR'S employees while so engaged in the performance of these services, to be rendered herein by the CONTRACTOR shall, in no way, be the obligation or responsibility of the CITY.

b. Insurance

The CONTRACTOR shall, at his sole cost and expense, carry and maintain general and public liability and property damage insurance coverage of \$600,000 for any one accident and \$600,000 aggregate protecting the CONTRACTOR, his employees and the CITY against any and all claims of any kind or character whatsoever arising from damage, injury (including bodily injury or death) caused by or arising from the operation and use of the machine at the request of the CITY. Such insurance shall be in full force and effect during the time that the machine is operated at the request of the CITY. Such insurance policy shall provide for a minimum of 30 days written notice to the City Clerk of cancellation, non-renewal or material change of the required insurance coverage. The requirement and approval of this insurance by the CITY shall not in any way relieve or decrease the liability of the CONTRACTOR. It is expressly understood

that the CITY does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the CONTRACTOR.

c. Legal Compliance

The CONTRACTOR agrees to comply with all State and Federal laws and local ordinances governing the employment of personnel including, but not limited to, Minnesota Statute Section 181.59 relating to discrimination in employment, and Section 290.07 requiring the certification of income tax withholding.

d. Claims

The CONTRACTOR agrees to process and resolve all claims submitted by affected property owners of the City of Ramsey in a timely manner.

8. AGREEMENT APPROVAL CONSIDERATIONS

a. Selection

The CITY reserves the right to retain the services of the CONTRACTOR who, in the opinion of the CITY, can best provide the services requested under this agreement. Consideration shall be given to rates, availability and condition of equipment, competency of operators, previous experience, response time and specific pieces of equipment so quoted.

9. BID PROPOSALS

Quotations for snow removal services are to be submitted as a *lump sum annual fee*. Please separate bids and mark them clearly for the *Municipal Parking Ramp* and for the *Municipal Campus*. All proposals must be type written or printed in ink and properly signed by an officer of the company. If the submitted proposal is accepted by the CITY and properly countersigned, it shall constitute a formal agreement between the CONTRACTOR and the CITY with no further revisions, addenda or exceptions acknowledged unless previously noted in writing on the bid proposal form. All required performance bonds, insurance certificates and additional requested information shall be submitted in a form acceptable to the City within 15 days of execution of the agreement and request by the CITY.

DESCRIPTION OF EQUIPMENT

The following information must be completed as part of this proposal for each piece of equipment proposed to be furnished: (If quoting more than two machines, use additional sheet.)

3/4 Ton Pickup

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		
TYPE OF ENGINE (GAS OR DIESEL)		
HORSEPOWER		
TIRE SIZE	FRONT WHEELS	
	REAR WHEELS	

1-Ton Pickup

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		
TYPE OF ENGINE (GAS OR DIESEL)		
HORSEPOWER		
TIRE	FRONT WHEELS	
SIZE	REAR WHEELS	

Alternate Equipment

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		
TYPE OF ENGINE (GAS OR DIESEL)		
HORSEPOWER		
TIRE	FRONT WHEELS	
SIZE	REAR WHEELS	

Skid Steer

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		
TYPE OF ENGINE (GAS OR DIESEL)		
HORSEPOWER		
TIRE	FRONT WHEELS	
SIZE	REAR WHEELS	

Dump Truck

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		
TYPE OF ENGINE (GAS OR DIESEL)		
HORSEPOWER		
TIRE SIZE	FRONT WHEELS	
	REAR WHEELS	

Small Snow Blowers and Misc. Equipment

UNIT NUMBER	1	2
MAKE		
MODEL		
YEAR		
SERIAL NUMBER		
ENGINE MAKE		
ENGINE MODEL		

UNIT NO. 1 _____

UNIT NO. 2 _____

UNIT NO. 3 _____

UNIT NO. 4 _____

UNIT NO. 5 _____

UNIT NO. 6 _____

CITY OF RAMSEY
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR THE LEASE AND RENTAL OF
FULLY OPERATED EQUIPMENT FOR STREET SNOW REMOVAL

Proposals will be received at the City of Ramsey Municipal Center 7550 Sunwood Drive NW Ramsey Minnesota 55303 for *Snow Removal Operations* for the Municipal Parking Ramp and Municipal Campus in the City of Ramsey.

PROPOSAL OF

Firm Name (Please Print)

ADDRESS

Address

City

State

Zip

Phone

NOTE: This proposal must be signed on the last page, and all sheets in this proposal must be returned when bidding.

I

In accordance with the notice of the City of Ramsey, Minnesota soliciting quotations (I) (We), the undersigned, hereinafter called the CONTRACTOR, hereby offer to provide the City of Ramsey, hereinafter called the CITY, acting by and through its Public Works Superintendent, the Snow Removal Operations for which the quotation may be accepted, subject to the terms and conditions herein specified; and the parties further agree that this proposal form shall become the agreement for the Snow Removal Operations at the Municipal Parking Ramp and the Municipal Campus Snow Removal upon its execution by the City.

- (I) (We) hereby certify that (I am) (We are) the only person (s) interested in this proposal as principal (s); that it is made and submitted without fraud or collusion with any other person, firm or corporation; and that (I) (We) have examined this Proposal and Agreement Form, and understand its contents.
- (II) Annual fee for snow removal services at the Municipal Parking Ramp is \$ _____
- (III) Annual fee for snow removal services at the Municipal Center Campus is \$ _____

II

This Proposal must be signed below in ink by a duly authorized agent of the Contractor providing the equipment and operators.

(YOUR SIGNATURE MUST BE NOTARIZED WHEN SIGNING - SEE FOLLOWING PAGE.)

Date _____ 20____.

By: _____
Signature

Name (Please Print)

For: _____
Company

Its: _____
Title

III

The above quotation for Snow Removal at The Municipal Ramp _____ is hereby accepted.

The above quotation for Snow Removal at the Municipal Campus _____ is hereby accepted.

CITY OF RAMSEY

By: _____ / _____
Bob Ramsey Date
Mayor

_____ / _____
Jo Thieling Date
City Clerk

_____ / _____
Grant Riemer Date
Public Works Superintendent