

## SPECIFICATIONS

### SIDEWALK AND CROSSING GUARD SNOW REMOVAL AND ICE CONTROL SERVICES

#### CITY OF WEST BRANCH PUBLIC SERVICES DEPARTMENT

**1. Definitions:**

Wherever used in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- A. Owner - City of West Branch
- B. City Contact - Adam Kofoed, City Administrator
- C. Work or Project – **2022/23 Sidewalk and and Ice Control Nuisance Services**
- D. The Contract Documents shall consist of:
  - 1) Request for Proposal
  - 2) Specifications
  - 3) Contractor’s Proposal
  - 4) Contract with the City

**2. Scope of Work:**

- A. The intent and purpose of this Contract is to establish a mutually acceptable terms between the City of West Branch (hereinafter called “City”) and the successful Contractor (hereinafter called “Contractor”) for the provisions of snow removal and ice control services on City sidewalks and crossing guards.

**3. Performance Requirements:**

- A. Amount of accumulation that triggers initiation of snow and ice control by the Contractor will vary depending on the location. City will notify Contractor when sidewalk snow removal is needed and for what addresses. One time notices come first, after a first notice,
- B. The Contractor will be solely responsible for determining the most appropriate methods to be utilized to perform the specified services within the specified time frames.
- C. All chemical deicer products and their application rates must be approved by the City and adhered to by the Contractor. Minimum effective rates shall be utilized. Type of deicer products and application rates may be adjusted at the City’s discretion.

**D. Other Requirements:**

**A. Contact Personnel**

The Contractor shall provide the City with the name, address, e-mail address, and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City’s request for services. The Contractor shall ensure that these contacts are available and accessible 24 hours per day, including Saturdays, Sundays, and Holidays during the

period the Contract is in force.

B. Response Time

The Contractor shall begin snow removal and ice control services within 48 hours of official notice for the first request.

C. Record of Activity

The Contractor shall provide the City with a record of activity, indicating the number of occurrences and charge for individual addresses.

D. Authority/Direction

The Contractor and its designated personnel shall respond to requests made by the City in a positive, courteous, and timely manner. The City reserves the right to reject any equipment or personnel from continued or further engagement of services due to incompetence or insubordination or inability of equipment to function properly for the required services.

E. Equipment

1. All equipment utilized shall be fully capable of being used to meet all performance requirements.
2. The Contractor shall ensure that equipment utilized is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal and ice control services. The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection, shelter, and storage of all equipment.
3. All equipment shall be properly equipped and outfitted to meet all local, county, state, and federal laws.
4. The Contractor shall provide the City with a description and age of equipment being utilized for the purposes of the Contract

F. Damages

The Contractor shall be responsible for any and all damage to public property (including public utilities), private property, or personal injury due to its own or its employees' negligence or intentional or reckless conduct and omissions. The Contractor may take photographic images of snow removal areas prior to beginning services to assist with any potential claims that may be a result of damages noticed during or after the winter plowing season.

G. Traffic Control

The Contractor will be required to meet all applicable local, state, and federal laws during all snow removal operations.

#### H. Performance Bond

The Contractor shall provide a performance bond or a certified check from a responsible solvent bank made payable to the City of West Des Moines in the amount of \$2,500. The bond or certified check will be in effect for the duration of the Contract. The City shall not file against or use this performance bond or certified check for any issue or matter not relating to non-performance or non-compliance with the Contract.

#### I. 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 snow removal operation in lieu of these contractual services as may be necessary due to non-performance or excessive delays of the Contractor.

### 7. **Length of Contract:**

- A. Contract Term: The initial term of this Contract shall be one year from the date of execution. The City reserves the right to renew the Contract on an annual basis per the same terms and conditions as set forth in the resulting Contract. Any renewal Contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. A mutually agreeable increase in cost may be initiated based on the CPI-W (as calculated by the United States Bureau of Labor Statistics) in April of the renewing year.
- B. Contract Termination: The Contract may be terminated for any reason by the City during the Contract period, subject to a thirty (30) day written notice being delivered by registered mail to the Contractor at the address referenced on the Proposal Form.

**8. Payment:**

- A. The Contractor shall invoice the City on a per event basis with the appropriate rate based on snow accumulation for the event. The invoice shall include detail of type of work completed and number of hours. Invoices shall be submitted to the City within fourteen (14) days following an event.
- B. Any extra work requested by the City will be invoiced at the hourly rate as provided on the Proposal Form on a monthly basis. The invoice shall include the location of work, detail of type of work completed, number of employees and number of hours of each employee.
- C. All invoices shall be processed and paid by the City not less than 15 or more than 30 days after receipt by the City.
- D. City shall have the right to delay payment or adjust payment by a reasonable amount based on lack of performance by the Contractor.

**9. Selection Process:**

A Selection Committee consisting of City staff shall evaluate the Proposal documents according to the criteria below:

**Criteria for Evaluation of Proposals**

<b>Criteria</b>	<b>Weight</b>	<b>Marginal (70-80)</b>	<b>Acceptable (81-90)</b>	<b>Excellent (91-100)</b>
Experience and Qualifications	35%			
Type and Quality of Equipment	25%			
Proposal Costs	25%			
References	15%			

**10. Rights:**

The Selection Committee reserves the right to interview, or call for an interview from, any Company submitting a Proposal, as well as from additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful Contractor shall not be construed as an offer of engagement until and unless a Contract is fully negotiated and executed by the persons from each party with the authority to bind the respective party.

The Selection Committee reserves the right to:

- A. Reject any and/or all proposals with or without cause.
- B. Request additional information from Contractors as the City may deem necessary.
- C. Waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses.
- D. Disqualify any and/or all Contractors and reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information.

**11. Form of Contract:**

Based on acceptance of a proposal, the City will issue a Contract per the terms in this RFP. The selected firm will be required to show proof of insurance at a dollar amount specified by the City of West Des Moines and will be required to indemnify the City. The payment schedule and performance standards will be established within the contract.

**12. Insurance:**

The Contractor shall obtain and maintain through the term of the Contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor’s actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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**13. Indemnification and Hold Harmless:**

The Contractor shall hold harmless, indemnify, and defend 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 both to person and property, arising out of, related to, or connected to the Contract or by reasons of the Contractor's performance under the Contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors, and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision are effective upon execution and shall be of indefinite duration and shall survive the termination of this Contract.

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**Authorized Signature**

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**Date**