



CITY OF LASTRUP, MINNESOTA

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR SNOW AND ICE REMOVAL 2016-2017

PUBLIC NOTICE OF REQUEST FOR BIDS CITY OF LASTRUP, MINNESOTA SNOW AND ICE REMOVAL

Notice is hereby given that the City of Lastrup is seeking bids for Snow and Ice Removal, in accordance with specifications and mandatory bid form currently on file. Completed bids are due no later than Tuesday, November 1, 2016, and may be dropped off in the drop box located on the front of the Lastrup City Hall. Bids submitted after this deadline will not be accepted. Bids will be opened and publicly read aloud at the November City Council meeting. The City of Lastrup reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening. Only bids responsive to the specifications will be considered. Please direct all questions to (320) 468-0385.

INSTRUCTION TO BIDDERS

1. General information.

- a. The bidder must submit a proposal on the “BID SUBMITAL” form furnished by the City of Lastrup. All blank spaces on the proposal form must be filled in if applicable.
 - i. Mandatory bid packet may be downloaded at www.cityoflastrup.com
 - ii. All proposals shall be submitted in sealed envelopes carrying the following information on the face of the envelope:
 1. Bidders name, address, phone number and “SNOW AND ICE REMOVAL BID.”
 2. Mailed bids must be enclosed in a separate envelope inside the mailed envelope, marked as above. Bid must be received by the appropriate deadline. Any bids received after the deadline will be returned unopened.
 - iii. If proposer is a partnership or corporation, a letter of authority must accompany the “BID SUBMITAL” stating the signee has authority to sign and enter into a contract on behalf of the partnership or corporation.
 - iv. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening.
 - v. All bids remain in effect for 60 days following the opening of bids.
 - vi. The Bid Documents, as outlined, shall imply the inclusion of the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the City.
 - vii. If a bidder should find discrepancies or omissions in these Bid Documents, they should at once notify (320)468-0385.
 - viii. Submission of a bid will be construed as a conclusive presumption that the Bidder is thoroughly familiar with the Bid Proposal and Specifications and that they understand and agree to abide in strict accordance with each and all of the stipulations and requirements contained therein.
 - ix. Erasures or other changes must be initialed by the person signing the bid form.
 - x. The awarded contract expires on June 1, 2017.
 - xi. The time and effort expended in bid preparation is entirely the responsibility of the bidder.

2. Acceptance of bid.

- a. The City shall make its determination with respect to bids within ten (10) days from the date of opening of bids. Should the City fail to act within such time, all bids shall be rendered null and void.
- b. The City reserves the right to postpone the bid opening for its own convenience.
- c. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded.
- d. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
- e. Each year the city may choose to extend the previous year’s contract with the previous year’s awarded contractor.

- i. Contract terms will remain the same as agreed to by both the city and the contractor.
- ii. If the city and contractor do not agree to the previous year's terms, the contract shall be reopened to the bidding process.

3. Subletting.

- a. No contract awarded by the City of Lastrup shall be assigned, or sub-contracted in whole or in part, without the written consent of the City Clerk. In no case shall such consent relieve the bidder from his obligations or change the terms of the contract.
 - i. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined in section 5.
 - ii. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.

4. Termination of contract.

- a. The City may, by written notice of default to the successful bidder, terminate the whole or part of the contract in any one of the following circumstances:
 - i. If the successful bidder fails to perform the services within the time specified herein or any extension thereof; or fails to perform the service at the exact price accepted by the City (and any charges for contract changes mutually agreed to by the City and the successful bidder);
 - ii. If it is determined that the successful bidder knowingly falsified information provided to the City;
 - iii. If it is determined that the successful bidder offered gifts or gratuities to a City officer, employee, or agent, whether in their official capacity or not
 - iv. The City reserves the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within two (2) hours of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor
 - v. Payment may be withheld if work is not performed as described under SCOPE OF WORK, and the immediate termination of this contract could occur.

5. Insurance specifications.

- a. The successful bidder must provide a copy of current liability insurance with a minimum limit not less than \$1,000,000. This copy must be submitted along with the bid submittal.
- b. The successful proposer will strictly comply with all ordinances of the City of Lastrup and the laws of the State of Minnesota.
- c. In the event of accidents of any kind, the successful bidder shall notify the City immediately and furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- d. To the fullest extent permitted by law, the successful bidder hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents, employees, and volunteers; arising in whole or in part or in

consequence of the performance of the work by the successful bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its officials, agents, employees, and volunteers, and the successful bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents, employees, and volunteers, in any such action, the successful bidder shall, at its own expense, satisfy and discharge same.

6. Additional work.

- a. The City reserves the right to order additional work during the course of the contract. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the City has approved the charges

7. Protection of existing facilities.

- a. Existing facilities, including grounds, structures, landscaping and so forth, shall be protected by the bidder. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the bidder when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City. Failure to repair damage shall be just cause for withholding payment for work which becomes due.
- b. Contractor shall display courtesy to all residents and vehicles encountered while plowing city streets.

8. Examination of site.

- a. Bidders shall carefully examine the sites and become familiar with the conditions under which they will have to execute the work required under the contract. Failure to do so will in no way relieve the bidder of their responsibility under the contract.
- b. The act of submitting a bid is to be considered full acknowledgement that the bidder has inspected the sites and is familiar with the conditions and requirements of these specifications.

9. Scope of work.

- a. Contractor is to clear and maintain all City Streets and parking areas as free as possible from snow and ice.
- b. Shall include but not limited to:
 - i. Elm Avenue
 - ii. Ash Avenue
 - iii. Block Avenue
 - iv. Ortman Avenue
 - v. Ortman Street
 - vi. Platte Street
 - vii. Lake Street
 - viii. Church Street
 - ix. Pine Street
 - x. Main Street (see #1 below)
- 1. All portions of main street with a sidewalk shall be plowed free of any snow left behind after the state highway department has cleared Highway 27. All snow shall be pushed south to the ponds. All portions of main street without a sidewalk are not included in this contract.
- c. All plowing shall be finished within 2 hours upon the completion of any snow accumulation totaling more than 2”.
- d. All plowing shall be after the completion of a snowfall with the following exceptions:
 - i. Any time there is more than 6” of snow on the ground; streets shall be plowed, with final plowing occurring upon snowfall completion.

- ii. Streets must be plowed by 7:30 p.m on Saturdays provided the 2” minimum has fallen (even if it is still snowing or blowing).
- iii. Streets must be plowed by 10:00 a.m on Sundays provided the 2” minimum has fallen (even if it is still snowing or blowing).
- iv. Notification from the City to plow immediately.
- e. Approved plow vehicles
 - i. All plow and sanding vehicles must be equipped with at least one flashing amber colored light visible from both front and rear of vehicle.
 - ii. The primary plow vehicle shall be a single axle 7 yard or smaller truck equipped with a front blade.
 - 1. This will be used on all city streets; and main street at contractors discretion.
 - iii. The secondary plow vehicle shall be either a front end loader or road grader with a plow blade.
 - 1. This will be used to plow back deep amounts of snow for future plowing.
 - 2. This may also be used to clear main street.
 - 3. This vehicle will not be used on side streets unless directed by the city.
- f. In the event of large amounts of snowfall during the course of the winter the city may ask the bidder to remove snow and dispose of off site to allow room for future plowing.
 - i. The city is not responsible for the dump site of excess snow removal.
- g. This contract does not include plowing residential or commercial driveways.
- h. The city may also request that icy streets be salted/sanded. The contractor will be notified by the city if such conditions exist to warrant sanding of streets.
 - i. Maximum vehicle size shall be: a single axle 7 yard truck.
 - ii. Vehicle shall be capable of spreading an even pattern of salt/sand across the entire street in one pass.
 - iii. The city shall not provide the salt/sand; this shall be the contractor’s expense and must be figured into the rate of the sanding vehicle, bid accordingly.
 - iv. Salt/sand ratio shall be two parts sand and 1 part salt.

10. Payment.

- a. Bidder must submit a monthly invoice detailing time spent plowing including dates, times and specific plow vehicles used along with a total amount due.
 - i. Billing cycle date is the 10th of each month.
 - ii. Invoice must be submitted to the city clerk by 6 p.m. the third Tuesday of the month or delivered in person at the monthly city council meeting on the third Tuesday of the month.
 - iii. If an invoice is not submitted the city will assume there was not a bill for the previous month and no payments will be issued.
 - iv. The city will not issue back payments for invoices not submitted.
 - v. The April and May payments will be held until the June City council meeting to ensure no property damage was incurred during the plowing season.

BID SUBMITTAL
City of Lastrup snow removal 2016-2017

NAME _____

ADDRESS _____

HOME PHONE _____

CELL PHONE _____

List of current clients if applicable:

Prior years plowing experience/contracts:

Equipment to be used for snow removal (as outlined in section 9.e & 9.h):

Primary plow vehicle _____

Secondary plow vehicle _____

Sanding vehicle _____

Hourly rate of snow removal equipment (as outlined in section 9.e & 9.h):

Primary plow vehicle _____

Secondary plow vehicle _____

Sanding vehicle (not including sand) _____

Bidder signature _____

(MUST BE SIGNED AS PART OF BID PROPOSAL)

Submit this form along with copy of insurance and a letter of authority if applicable as stated above.

CONTRACT

1. This agreement, made and entered into this ____ day of _____, 2016 between the City of Lastrup, acting by and through its Mayor and City Clerk, and _____.
2. That for and in consideration of the payments and agreements mentioned in the City of Lastrup Specifications and Contract Documents for Snow and Ice Removal attached hereto, _____ agrees with the City of Lastrup and his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms as such City of Lastrup Specifications and Contract Document for Snow and Ice Removal attached hereto, for the 2016-2017 season.
3. It is understood and agreed that the City of Lastrup Specifications and Contract Document for Snow and Ice Removal for the 2016-2017 season, hereto attached, prepared by the City of Lastrup, are essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

CITY OF LASTRUP

By: _____
Mayor

ATTEST: By: _____
City Clerk

IF AN INDIVIDUAL:

IF A PARTNERSHIP: PARTNERS DOING BUSINESS UNDER THE NAME OF:

By: _____

Its _____

IF A CORPORATION: CORPORATE NAME:

By: _____

Its _____