

**AGENDA ITEM SUMMARY**

DATE: 11/17/14 DEPARTMENT: PW - Wastewater DEPT. HEAD SIGNATURE: WP

**SUBJECT:** Resolution 2014-95 for a procurement contract with Huber Technologies in the amount of \$282,942. This agenda item includes acceptance of a bid for dewatering (screwpress) equipment with Huber Technology and Notice of Award for Procurement Contracts and Agreement between Buyer and Seller. Letters of rejections to Schwing Bioset and WesTech. Return bid letter to FKC.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The city bid two pieces of equipment for purchase by the city for the biosolids facility. Four bids were received on November 4<sup>th</sup> for either one or both pieces of equipment. One bid was not received on-time and two bids did not meet the installation experience standard (10 or more installations for the thickener equipment and more specifically, 10 or more installations in the US for the screwpress).

The bids have been reviewed by city staff, including the city attorney and HDR. It is recommended that the city accept the bid from Huber Technologies for the screwpress equipment in the amount of \$282,942 and rebid the rotary drum sludge thickening system, due to not receiving a qualified bid for the thickening equipment.

If acceptable to the Mayor and Council, staff will rebid the thickener on November 19<sup>th</sup> – December 3<sup>rd</sup>. By rebidding, HDR has indicated we can expect 1-2 qualified bids for this piece of equipment. Rebidding the thickener equipment will not impact the schedule, so long as we can select a bidder and notice an award at the December 15<sup>th</sup> Council meeting.

Idaho law requires the City Council to declare its reason(s) on the record why an apparent low bidder was not awarded the bid. In this case, staff and HDR recommend that the failure of Schwing Bioset and WesTech to meet a specification (i.e., installations in ten or more locations in the United States) justifies a rejection of the bids by Schwing Bioset and WesTech. FKC failed to submit a sealed bid document to the City by 2:00pm on November 4, 2014; therefore, the City never opened FKC's sealed bid document.

The equipment provided by Huber Technology will require a re-design of the biosolids facility by HDR, which is included in the budget for this project.

Attached are the Notice of Award, Agreement, a memo from HDR detailing their recommendation, a letter to FKC returning their unopened bid and letters of rejection to Schwing Bioset and WesTech.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library                 | <input type="checkbox"/> Benefits Committee    |
| <input checked="" type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor                   | <input type="checkbox"/> Streets               |
| <input type="checkbox"/> City Clerk                    | <input type="checkbox"/> Planning                | <input type="checkbox"/> Treasurer             |
| <input type="checkbox"/> Building                      | <input type="checkbox"/> Police                  | <input checked="" type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer                      | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> _____                 |
| <input type="checkbox"/> Fire Dept.                    | <input type="checkbox"/> P & Z Commission        | <input type="checkbox"/> _____                 |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2014-95, accepting a bid from Huber Technology for dewatering screwpress equipment and authorizing the Mayor to sign the Notice of Award and procurement Agreement. Motion to approve the Public Works Director to sign the returned bid letter to FKC and

rejection letters to Schwing Bioset and WesTech and to authorize the mayor to sign.

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

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**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

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**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)



November 13, 2014

Ms. Mariel Platt  
Public Works Director  
City of Hailey  
115 S. Main St  
Hailey, Idaho 83333

Subject: Solids Handling Improvements Project  
Thickening and Dewatering Equipment Pre-Procurement – Contract Bid Review

Dear Ms. Platt:

The purpose of this letter is to report on HDR's review of the Thickening and Dewatering Equipment Procurement bids received for the Hailey Solids Handling Improvements project. The bid documents were advertised on October 15, 22, and 29 with bids due on November 4, 2014. Bids were evaluated to determine which bid is from the lowest responsive bidder. The bid review findings are presented in the following paragraphs and tables.

Two bids were received for the dewatering screw press and one bid for the rotary drum thickener (RDT). Huber Technology, Inc. and Schwing Bioset, Inc. submitted bids for the dewatering screw press and WestTech Engineering, Inc. for the RDT. All bidders acknowledged the addendum, included the 5% bid bond, and provide a signed submittal. One manufacturer, FKC Screwpress, Inc., submitted a bid after the required bid time. This bid package was not opened. A summary of the bids is presented in the tables below.

Table 1: Dewatering Screw Press and Auger Bid Summary

Bidder	Base Bid	Adder/Deduct
Huber Technology, Inc.	\$282,442	Adder +\$33,603
Schwing Bioset, Inc.	\$263,500	N/A

Engineer's Estimate for screw press and auger, \$340,000 to \$415,000

Table 2: Rotary Drum Thickener Bid Summary

Bidder	Base Bid	Adder/Deduct
WestTech Engineering, Inc.	\$229,871	Deduct (\$65,860)

Engineer's Estimate for RDT, \$140,000-\$170,000

**Discussion**

*Screw Press Dewatering Bids*

Responsiveness addresses the completeness of all materials submitted by the bidder and compliance with contract requirements. In Section 11141, Part 1.2.B.2, the specifications require that the manufacturers have a minimum 10 other projects with a unit of the same size or



larger in the United States. Schwing Bioset, Inc. provided a list of seven (7) planned screw press installations in the United States. The Schwing Bioset, Inc. submittal does not meet the experience requirements and therefore they are considered non-responsive. Huber Technology, Inc. submitted an equipment reference summary and met the required minimum and was therefore considered responsive.

The bid submitted by Huber Technology, Inc. is the only responsive bid (\$282,942). The engineer's opinion of probable cost (OPC) was \$340,000 to \$415,000. The low bid is 25 percent lower than the engineer's opinion of probable cost. The OPC difference can be partially explained by a change from a three auger system to a one auger system.

The adder by Huber Technology, Inc. incorporating the RDT control panel will not be awarded. Once the RDT is selected, a single control panel option can be further discussed with the manufacturers. If pricing is favorable, the contract may be adjusted by change order. HDR confirmed that the polymer system is included in the Huber Technology, Inc. price. It is recommended that the City leave the polymer blending system in the Huber Technology, Inc. bid package. It will be removed from the installation contractor bid documents.

#### *Rotary Drum Thickener Bids*

In Section 11142, Part 1.2.B.2, the specifications require that the manufacturers have a minimum 10 other projects with a unit of the same size or larger in the United States. WesTech Engineering, Inc. indicated that they have four (4) CleanFlo Rotary Drum Thickeners in operation. The WesTech Engineering, Inc. submittal does not meet the requirements and therefore they are considered non-responsive.

#### **Conclusion**

Based on the evaluation of bid materials described above, it is recommended that the City of Hailey award the screw press contract to Huber Technology, Inc. Only one bid was received for the rotary drum thickening equipment and the submittal did not meet the specification requirements. In order for the City of Hailey to receive a competitive, responsive submittal for the thickening equipment, rebidding this item is recommended.



Please call if you have any questions (208-387-7022).

Sincerely,  
HDR ENGINEERING, INC.

A handwritten signature in black ink that reads 'Haley Falconer'. The signature is written in a cursive, flowing style.

Haley Falconer, P.E.  
Project Manager

Enclosure

cc: File 00103...238714  
Heather Dawson, City of Hailey  
Roger Parker, City of Hailey  
Ned Williamson, City of Hailey

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

November 13, 2014

Mr. Rob Young  
Goble Sampson Associates  
3500 South Main, Suite 200  
Salt Lake City, Utah 84115

Re: Hailey Thickening and Dewatering Equipment Procurement (WesTech Proposal  
1460643)

Dear Mr. Young:

The City of Hailey has received the bid from WesTech for a Rotary Drum Sludge Thickening System (Proposal 1460643) dated November 3, 2014. The bid opening was conducted on November 4, 2014. Unfortunately, your proposal did not meet the specifications set forth in Specification 11142 which requires ten or more installations. Your proposal has identified only four installations. Therefore, pursuant to Idaho Code § 67-2806, the City of Hailey is rejecting your bid. WesTech was the only bidder for the thickening and dewatering equipment. Hailey intends on submitting another notice of intent to solicit bids for the thickening and dewatering equipment.

If you have any questions, please contact me. Thank you.

Sincerely,

Fritz X. Haemmerle

NCW/jrs  
encl.

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

November 13, 2014

Mr. Joshua Divalentino  
Schwing Bioiset, Inc.  
350 SMC Drive  
Somerset, Wisconsin 54025

Re: Hailey Screw Press with Auger System (Schwing Bioiset Quotation No. 2014320)

Dear Mr. DiValentino:

The City of Hailey has received the bid from Schwing Bioiset for a Screw Press with Auger system (quotation no. 2014320) dated October 31, 2014. The bid opening was conducted on November 4, 2014. Unfortunately, your proposal did not meet the specifications set forth in Specification 11141 which requires ten or more installations in the United States. Your proposal has failed to meet this requirement. Therefore, pursuant to Idaho Code § 67-2806, the City of Hailey is rejecting your bid and is awarding the bid contract to the next lowest bidder.

If you have any questions, please contact me. Thank you.

Sincerely,

Fritz X. Haemmerle

NCW/jrs  
encl.

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

November 13, 2014

Roger Olson  
FKC Co., Ltd.  
2708 W. 18<sup>th</sup> St.  
Port Angeles, WA 98363

Re: Thickening and Dewatering Equipment Procurement  
Return of Unopened Bid Documents

Dear Mr. Olson:

The City of Hailey has received bid documents from FKC for the Thickening and Dewatering Equipment Procurement. The bid opening was conducted on November 4, 2014. Unfortunately, your sealed bid documents arrived at this office after the date and time established in the Notice of Advertisement for Bids. The notice states that sealed bids were due on November 4, 2014 by 2:00 p.m. local time. FKC's sealed bid documents were time-stamped at 2:40 p.m. Therefore, pursuant to Idaho Code § 67-2806, the City of Hailey is rejecting your bid and returning your bid documents unopened.

If you have any questions, please contact me. Thank you.

Sincerely,

Mariel Platt  
Public Works Director

NCW/jrs  
encl.

**SECTION 00510**  
**NOTICE OF AWARD FOR PROCUREMENT CONTRACTS**  
For  
**Thickening and Dewatering Equipment Procurement**  
For  
**City of Hailey**

Dated \_\_\_\_\_, 2014

TO: HUBER TECHNOLOGY, INC.  
(Successful BIDDER - SELLER)

ADDRESS: 9735 NorthCross Center Ct. Suite A  
Huntersville, NC 28078

CONTRACT FOR: **Thickening and Dewatering Equipment Procurement For City of Hailey.**

You are notified that the Contract Time under the above contract will commence to run on as of the date of the Notice of Proceed for Procurement Contracts. By that date, you are to start performing your obligations under the Contract Documents.

Within fifteen (15) days of this Notice of Award for Procurement Contracts, you must deliver to the Buyer:

- Certificates of insurance are required to be purchased and maintained in accordance with the Contract Documents.
- Signed Copy of the Agreement Between Buyer and Seller.
- Bonds are required to be purchased and maintained in accordance with the Contract Documents.
- All applicable licenses required by the contract documents.

\_\_\_\_\_  
(Buyer)

By: \_\_\_\_\_  
(Buyer's Authorized Signatory)

(Use Certified Mail,  
Return Receipt Requested)

**END OF SECTION**

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**CITY OF HAILEY  
RESOLUTION NO. 2014-95**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN BUYER AND  
SELLER WITH HUBER TECHNOLOGY FOR THICKENING AND DEWATERING  
EQUIPMENT PROCUREMENT FOR \$282,942.**

WHEREAS, the City of Hailey desires to enter into an agreement with Huber Technology to purchase sewer treatment plant equipment for Thickening and Dewatering.

WHEREAS, the City of Hailey and Huber Technology have agreed to the terms and conditions of the agreement, copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the agreement between the City of Hailey and Huber Technology and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of November, 2014.

City of Hailey

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Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk

**SECTION 00520**  
**AGREEMENT BETWEEN BUYER AND SELLER**

This Agreement is between, the CITY OF HAILEY, (Buyer) and  
HUBER TECHNOLOGY, INC. (Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - GOODS AND SPECIAL SERVICES**

1.01 Seller shall furnish to Buyer the Goods and Special Services as specified or indicated in the Contract Documents.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

**Thickening and Dewatering Equipment Procurement.**

**ARTICLE 3 - ENGINEER**

3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

**ARTICLE 4 - POINTS OF DESTINATION**

4.01 The places where the Goods are to be delivered are defined in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS as the Points of Destination and designated as: City of Hailey Wastewater Treatment Plant.

**ARTICLE 5 - CONTRACT TIMES**

5.01 *Time of the Essence*

A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's cure rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:

<u>ITEM NO.</u>	<u>MILESTONE EVENT</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Shop Drawing Submittals		
a	Process & Instrumentation Drawings	Notice to Proceed with Special Services(Spec 00556)	30
b	Individual Annotated Equipment Data Technical Cut Sheets	Notice to Proceed with Special Services(Spec 00556)	30
c	Electrical Power Drawings	Notice to Proceed with Special Services(Spec 00556)	30
d	Instrumentation Power and Control Wiring Diagrams	Notice to Proceed with Special Services(Spec 00556)	30
e	Control Panel I/O Wiring Drawings and Annotated Electrical Equipment Data Technical Cut Sheets	Notice to Proceed with Special Services(Spec 00556)	30
2	Notice to Proceed with Fabrication (Spec 00559)	Approval of Shop Drawing Submittals	7
3	O&M Manual	Notice to Proceed with Special Services(Spec 00556)	120
4	Installation Manuals	Notice to Proceed with Special Services(Spec 00556)	120
5	Completion of Pre-demonstration	Time Period after Construction Contractor states equipment is ready for commencement of manufacturer's field services (two week notice will be provided prior to pre-demonstration period)	14
6	Operator Training	Time Period after Construction Contractor states equipment is ready for commencement of manufacturer's field services	28
7	Completion of Performance Testing	Time Period after Construction Contractor states equipment is ready for commencement of manufacturer's field services	28

1. Seller shall be provided a minimum of 30 days notification prior to each activity requiring such Special Services.

- B. The Goods shall be delivered FOB to the Point of Destination and ready for Construction. Delivery date shall be coordinated with the Construction Contractor prior to shipment. Contractor's receipt of delivery is estimated to occur as listed below:

<u>ITEM NO.</u>	<u>MILESTONE EVENT</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Goods (Delivered to Site)	After approval of shop drawings	150
2	Spare Parts	After approval of shop drawings	150

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified for delivery of Goods and Special Services, plus any extensions thereof allowed in accordance with Article 7 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements for delivery of Goods and Special Services. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each calendar day that expires after the time specified for delivery to the site. Liquidated damages shall also be applicable to the times specified for performance testing (\$500.00/calendar day). The maximum total amount for liquidated damages shall be limited to fifteen (15) percent of the Total Contract Price in Article 6.
- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's late delivery of Goods and Special Services. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times, as defined in Article 5.02A, and 5.02B., for any reason beyond Seller's reasonable control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times and the Contract Price in an amount equal to the duration of the reason or event causing the delay in delivery to the extent that the delay is caused by Buyer.
- D. Upon receipt of Buyer's Notification to Proceed with Fabrication of Equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery (the "Alternate Delivery Site"). Provided the parties agree to a Variation to take into account any additional cost {or delay} incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller's invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the products from the storage facility to their place of installation shall be the Buyer's responsibility; and, (v)

if the Contract includes Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Services have been paid.

ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to the schedule below:

<u>ITEM NO.</u>	<u>MILESTONE EVENT</u>	<u>PERCENT PAYMENT AT EACH EVENT</u>	<u>PRICE</u>
1	Approval of Submittals	10	\$
3	Delivery of Goods	65	\$
4	Delivery of Final O&M and Installation Manuals	5	\$
5	Satisfactory Completion of Commissioning Services	5	\$
6	Satisfactory Completion of Personnel Training	5	\$
7	Satisfactory Completion of Performance Testing	10	\$
	Total Price		\$

ARTICLE 7 - PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment to Buyer in accordance with the Contract Documents. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

7.02 *Progress Payments*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as recommended by Engineer for items listed in Article 6.
- C. Buyer shall make progress payment on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS, Buyer shall make final payment thirty (30) days after acceptance by the City Council.

ARTICLE 8 - INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum statutory rate allowed by law at the place of BUYER'S project in accordance with State of Idaho, or eighteen (18) percent per annum, whichever is lowest.

ARTICLE 9 - SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller's relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller's exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement for Procurement Contracts.
  - 2. Performance Bond for Procurement Contracts.
  - 3. Payment Bond for Procurement Contracts.
  - 4. General Conditions for Procurement Contracts.
  - 5. Supplementary Conditions for Procurement Contracts.
  - 6. Specifications as listed in table of contents.
  - 7. Drawings as listed in table of contents.
  - 8. Addenda (Numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
  - a. Documentation submitted by Seller prior to Notice of Award;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Written Amendment(s).
  - c. Change Order(s).
  - d. Field Order(s).
  - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

## ARTICLE 11 - MISCELLANEOUS

### 11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS.

### 11.02 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

### 11.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 11.04 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Supplier's total liability for direct, indirect, incidental, special, punitive or other damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price.

### 11.05 *Performance and Payment Bond*

238714

September 26, 2014



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**AGENDA ITEM SUMMARY**

DATE: 12/3/12 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: *mf*

**SUBJECT:** Snow Removal Policy review

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Please find an updated Snow Removal Policy attached. No substantive changes have been made to the attached policy, since it was last updated in 2012. I do not believe the city has reviewed the policy since these changes were made. In preparation for snow removal, staff wishes to review this document with the Council and Mayor as well as staff, to ensure the policy reflects our current snow removal priorities and no issues have been identified since 2012, which should be addressed in this document.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library                          | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor                            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning                         | _____                                       |
| <input type="checkbox"/> Building           | <input checked="" type="checkbox"/> Police                | _____                                       |
| <input type="checkbox"/> Engineer           | <input checked="" type="checkbox"/> Public Works, Streets | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission                 | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Review the policy and determine if any changes should be made.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)



**City of Hailey**

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Street Department

**Snow Removal Policy  
2014-2015**



## PRESEASON...

The Public Works Department's primary objective during the winter storm season is to provide safe transportation, emergency vehicle access to all citizens and support education and commerce during adverse weather conditions. In October the Public Works Director and the Street Superintendent will meet to update this plan and develop a strategy to inform the general public of how their cooperation can help maximize the effectiveness of the snow removal operations.

The Street Superintendent will develop a report outlining equipment readiness and repairs needed for equipment; will develop a procedure for obtaining snow removal contracts and rental equipment; and outline the personnel required for snow removal work. The Public Works Director and Street Superintendent will meet with the Chief of Police to review vehicle towing procedures.

Public education is a key element to a successful snow removal plan. A press release will be issued in November and again in January that outlines impediments that restrict our ability to efficiently and safely conduct snow plowing operations. The Street Department will survey each street for encroachments that have occurred and "tag" each with a message outlining City Ordinances. The Police Department will provide warnings to vehicles that would be subject to towing during a snow event.

## BEFORE THE STORM...

The Public Works Department will monitor the national weather service reports during the day to notify snow removal personnel that snow plowing is highly probable. The Street Superintendent or Crew Supervisor will assign personnel to be on first call if snow and ice control operations are implemented. To provide support as needed during a winter maintenance operation, the Street Superintendent will maintain on file the following information:

- ❖ The Snow and Ice Control Plan (current year)
- ❖ Status of materials
- ❖ List of operable and inoperable equipment
- ❖ List of primary personnel on alert status
- ❖ List of contracted services
- ❖ Location of storage sites
- ❖ List of support equipment/staff in the City of Hailey

## DURING THE STORM...

### Call Out Procedures:

Snow removal activities are generally performed during the night for safety and efficiency. For snow events occurring during the night the Police Officer on duty will monitor the accumulation of snow. When the accumulation is 3" or the weather pattern notes the likelihood of reaching 3" is imminent the Officer on duty will call the Street Division Manager to begin the call out of snow removal personnel. During the day the Public Works Department will monitor snow events and perform snow removal activities to the extent they can be safely performed. Sidewalks will be a priority during the day if accumulations are presenting safety hazards to citizens.



The Street Superintendent shall develop and maintain all information needed to adequately, promptly, and verbally inform the Public Works Director of the status of work, personnel assignments, equipment and material needs, and facts concerning developing situations. Types of information which shall be assembled:

- ❖ A city map with markers to designate problem areas and accidents
- ❖ An equipment and personnel status report; number of personnel in the field, equipment in the field
- ❖ Street condition status report to include Priority 1, 2, 3, and 4 streets
- ❖ Current status of materials
- ❖ Storm data, i.e., accumulated snowfall, temperature forecast, etc.
- ❖ Projected needs for personnel and equipment

All information will be summarized in a form which the Public Works Director can quickly review in either an emergency or routine daily reporting task. The Street Superintendent will serve as the communications link with field personnel, administrative personnel, and police dispatchers. The Public Works Director will respond to questions and requests from the general public.

The news media, School District, Blaine County and City of Hailey Fire and Police Departments will be informed of all street closings. The Public Works Director must approve all street closings before notices are issued.

### **AFTER THE STORM...**

When the storm is over, the Street Superintendent will prepare a written review of the snow and ice control operations that will contain:

- ❖ Amount and cost of time and overtime hours for Street Division employees
- ❖ Amount of all other time and costs, regular and overtime hours, for other divisions/departments
- ❖ Complete breakdown for contract equipment and cost
- ❖ Recommended additions and/or corrections to be made to the current Snow and Ice Control Plan

In addition to the above, begin the following procedures:

- ❖ Additional hauling and dumping operations needed
- ❖ Additional sanding as may be needed
- ❖ Inspection of all equipment utilized during the storm
- ❖ Report needed equipment repairs
- ❖ Inventory stockpile of sanding/de-icing material
- ❖ Cleaning of intersections as soon as possible
- ❖ Have a post-meeting with all employees to discuss possible improvements

### **Duties and Responsibilities:**



This summary lists the major duties and responsibilities of various team members involved in the snow control plans for the City of Hailey.

**Public Works Director:**

- ❖ Review snow removal plan annually
- ❖ Coordinate public education efforts
- ❖ Authorize snow removal operations to begin
- ❖ Oversee Snow and Ice control operations
- ❖ Declare a snow emergency when conditions warrant
- ❖ Open emergency operations center when conditions warrant
- ❖ Monitor weather forecasts
- ❖ Respond to citizens complaints

**Street Superintendent:**

- ❖ Provide annual safety training for all employees involved in snow removal operations
- ❖ Prepare equipment readiness reports
- ❖ Examine snow storage areas for accessibility
- ❖ Coordinate snow removal operations
- ❖ Coordinate encroachment removal
- ❖ Prepare written report at the completion of each snow event

The Public Works Director, Police Chief or their designees are the only persons authorized to instruct the Street Division personnel to close certain streets or portions of streets to traffic. Barricading and signage shall be done in accordance with the Manual Uniform Traffic Control Devices.

Specific complaints will be handled as directed by the Public Works Director, but will not hamper the established orderly operations as described herein. Driveways, residential or commercial, shall not be plowed open unless specifically authorized by the Public Works Director. Driveways that are blocked during ice peeling operations will be cleaned as soon as possible.



## Storm Classifications

The City of Hailey uses four storm categories and a Snow Emergency designation, defined as follows:

### **CATEGORY I**

0" - 3" of snow resulting in icy conditions throughout the city.

All main arterials, selected collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are treated with sanding and de-icing material. **Special attention will be given to the North sides of buildings with curb and gutter for ice buildup. Sidewalks will be plowed as needed.**

### **CATEGORY II**

3" - 6" of snow resulting in sleet and slushy conditions; streets are plowed throughout the city.

All main arterials, selected collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are treated with sand and de-icing material if necessary.

### **CATEGORY III**

6" - 12" causing hazardous conditions.

All main arterials are plowed, treated with sand and de-icing material until the storm subsides. Then collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are plowed and treated with sand and de-icing material.

### **CATEGORY IV**

A major snowstorm amounting to 12" or more.

Concentration is given to all main arterials and emergency facilities. Collector streets, bus routes and around schools are treated with sand and de-icing material and plowed as soon as possible thereafter. Residential streets are plowed and treated with de-icing material as soon as priorities allow, at the discretion of the Public Works Director.

### **SNOW EMERGENCY**

A Snow Emergency will be declared when either the predicted snowfall over a 24 hour period exceeds 12" or when actual snowfall exceeds 12". A media release will be issued to inform the public of this declaration and the plans for snow removal work including the plowing activities in accordance with the Category IV snowstorm activities noted above. If the snowfall exceeds 12" overtime or Comp time will be authorized as needed during the event.



## STREET SNOW REMOVAL PRIORITY

**Priority 1 Routes:** All main arterials considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, police and fire stations. These roads include: Main St., River St., 2nd Ave., 3rd Ave., McKercher Blvd., Myrtle St., Bullion St., Croy St., Elm St. (Main to 3<sup>rd</sup>), Fox Acres Rd., Woodside Blvd., Countryside Blvd., Airport Way, Aviation Dr.

**Priority 2 Routes:** All remaining arterials, selected collectors, bus routes, and around schools. These roads include: Eastridge Dr., Cedar St., Silverstar Dr., War Eagle Dr., Robinhood, Northridge Dr., 4th Ave., Elm St. (Main to Aspen Dr.), Maple St., Buckhorn Rd., Quigley Rd., Empty Saddle, Sixth Ave, Mother Lode Loop, and Glenbrook Dr. including Industrial Park.

**Priority 3 Routes:** All other selected collectors completing the network covering the major traffic volume streets and selected "Hot Spots" (are these on the map?) such as intersections, hills, and known routes for disabled individuals.

**Priority 4 Routes:** All remaining streets, such as residential and local streets. Except for unusual conditions, all priority 1, 2, and 3 streets will be kept open and maintained. When this is not possible, the priority 3 streets will be dropped first, and, if necessary, the priority 2 streets will be dropped. The priority 1 streets will be kept open at all times. The snow routes have been established so that regardless of which priorities are dropped, the remaining portion will be one connected, continuous system.

If snow accumulation completely blocks traffic movement, the priority 4 streets will be plowed when the crews are able to complete their higher priority routes. It is to be emphasized that plowing of priority 4 streets may not occur at all unless the Public Works Director determines the snowfall depth and/or drifting warrant such action. Equipment, however, will be provided as necessary to respond to emergency situations.

When plowed snow either restricts or interferes with traffic, snow will be loaded and hauled to pre-determined storage sites. Because of traffic volumes, the majority of hauling will be done at non-peak traffic volume times and will normally start when the storm ends. The Public Works Director declares a snow emergency in accordance with the definition.



## **PRIVATE STREET POLICY**

Designated Private Streets, generally marked with blue street signs; e.g. all cul-de-sacs, dead ends, Airport West off streets, Jack Pine & Ponderosa, Little Indio Lane & Poulsen Rd.; are not maintained or plowed by city personnel. Private parking areas adjacent to public streets; e.g. Hailey Park Townhouses; are also the responsibility of the private property owners or homeowners association.

Priority Sidewalk Routes: Main St & The East side of Woodside BLVD sidewalks will be plowed and deiced as soon as possible during and after storms. One pass will be made down all sidewalks during a **CATEGORY III** and **CATEGORY IV** storm. Additional cleaning will be prioritized as time and resources allow.

From November 1<sup>st</sup> to May 1st vehicles may not park within 6' of the asphalt from midnight to 7:00 a.m. on all city streets. This is simply the most effective way to keep cars off the street, a crucial factor in accomplishing an effective snow control plan. Snow emergency routes are posted with signs along the designated streets and will be enforced when necessary.



## CONTINGENCY PLAN

The City of Hailey has a limited fleet of equipment and contracts for additional equipment from local contractors, nevertheless we need to plan for assistance should the need arise. The Idaho Department of Transportation (ITD) has helped us in the past when we have had short term breakdowns. As always this is contingent on the availability of their equipment and their work load; as such we should not entirely rely on this option. It is ultimately ITD's responsibility to make certain that the State Highway (Main Street) remains open. If we should have a long term breakdown of equipment, we will request that they plow all snow to the center of the Highway, we will then utilize our loaders and trucks to remove this snow.

In 2006 we replaced the 1965 FWD with a front wheel mount loader blower #4009; this has been replaced with a new 2007 loader mounted blower. Should there be a major breakdowns during a snow episode the Idaho Transportation Department should be contacted through Steve Coles at 1-208-309-2226 or the State Shop 1-208-788-3365. Additional contacts include Tom Duffy, Blaine County Road and Bridge 1-208-720-7502, the County shop at 1-208-788-5580 and Pete Kramer at Friedman Memorial Airport at 1-208-788-9003 ext. 24.

