



CITY OF LA PINE CITY COUNCIL MEETING WORK SESSION AGENDA

Wednesday, October 9, 2019

5:00 PM Work Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order
2. Establish Quorum
3. Added Agenda Items
Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council
4. Snow Plow Contract - Discussion
5. Other Matters
Only items that were previously added above in the Added Agenda will be discussed
6. Staff Comments
7. Mayor and Council Comments
8. Adjourn Meeting

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. Council may not take formal actions in Work Sessions. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 9, 2019
TO: La Pine City Council and Staff
FROM: Jake Obrist, Staff
SUBJECT: Snow Removal Contract

TYPE OF ACTION REQUESTED (Check one):

- | | |
|--|---|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> No Action – Report Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Formal Motion | <input checked="" type="checkbox"/> Other/Direction: |

Councilors and Staff:

The City of La Pine is opening an RFP for Snow Removal Services and would like to revamp the existing contract and services. During the last 4 years the services has been performed under (1) contractor, serving the entire city. Provided in your packets are attachments including; Previous RFP, Previous winning bidder, previous services agreement, priority routes within the city, and a snow plow map showing snow routes and jurisdictional responsibilities (ODOT, County, La Pine, Private)

The City is considering splitting the town into (2) routes, North La Pine and South La Pine. With these (2) routes, we would like to see (2) separate contractors performing services within the City. This would allow each contractor to focus on their area in town, allowing for areas to have more attention during severe weather events.

The North La Pine route would include: Crescent Creek, Glenwood, Cagle Acres, and Drafter.

The South La Pine route would include: Downtown area, Business Park, Wheeler Ranch, and Huntington Meadows.

These routes would have each street specified and assign them the proper priority.

Direction:

Please review all the past documents, proposed (2) routes, and make recommendations on the future Snow Removal Services contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Great Basin Insurance 460 East 2nd Avenue Eugene, OR 97401 Michael May	CONTACT NAME: Neita Dilley	FAX (A/C, No): 541-343-8510	
	PHONE (A/C, No, Ext): 541-343-8500	E-MAIL ADDRESS: neita.dilley@gr8basin.com	
INSURED Vic Russell Construction Inc. P O Box 2520 La Pine, OR 97739	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Northwest Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C16160594	07/06/2016	07/06/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Emp Ben.	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C16160594	07/06/2016	07/06/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			C16160594	07/06/2016	07/06/2017	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Equipment Floater			C16160594	07/06/2016	07/06/2017	Mis Equip	As Listed

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is added as an Additional Insured with respect to policy terms and conditions when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of LaPine
PO Box 3055
LaPine, OR 97739

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT TO PROVIDE SNOW REMOVAL SERVICES

This Agreement to Provide Snow Removal Services (this "Agreement") is entered into and made effective on October 14, 2015 (the "Effective Date") by and between the City of La Pine, an Oregon municipal corporation ("City"), whose address is 16345 Sixth Street, La Pine, Oregon 97739, and Vic Russell Construction, Inc., an Oregon corporation ("Contractor"), whose address is PO Box 2520, La Pine, Oregon 97739.

RECITAL:

Contractor is a licensed, bonded, and insured Oregon contractor (CCB License No.: 31500) engaged in the business of providing construction services on a contract basis. Contractor and City desire to execute this Agreement pursuant to which Contractor will undertake the performance of the Services (as defined below), subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Snow Removal Services. Subject to and in accordance with this Agreement, Contractor will perform the following snow plow and removal services for and on behalf of City (collectively, the "Services"):

(a) Contractor will plow snow from the entire width of each Street (as defined below) so that the entire width of the Street is available for vehicular travel. Contractor will remove snow from all Street corners, intersections, turnarounds, and dead-ends. Contractor will remove any snow bank on a Street side at or near an intersection that exceeds two feet (2') in height to accommodate vehicle visibility. For purposes of this Agreement, the term "Street(s)" means those City streets and Deschutes County roads listed on the attached Exhibit A.

(b) Unless and until otherwise directed by City, if Contractor performs the Services, Contractor will first plow and remove snow from the Priority No. 1 Streets identified in Exhibit A. After plowing and removing snow from the Priority No. 1 Streets identified in Exhibit A, Contractor will then plow and remove snow from the Priority No. 2 Streets identified in Exhibit A. After plowing and removing snow from the Priority No. 2 Streets identified in Exhibit A, Contractor will then plow and remove snow from all remaining Streets identified in Exhibit A.

(c) Contractor will not, under any circumstances, plow and/or remove snow from private roads, including, without limitation, those private roads listed on the attached Exhibit B.

2. Timing and Personnel. Contractor will commence and perform the Services (a) when snow accumulation on the Streets has reached a depth of not less than four inches (4"), and/or (b) when Contractor and/or City reasonably determines that performance of the Services is necessary and appropriate. Contractor's supervisory or managerial personnel responsible for the Services are Vic Russell and/or Vicki Russell. Contractor will ensure that one supervisory or managerial contact is available by telephone twenty-four (24) hours a day, seven days a week. Contractor's onsite supervisor/manager will be

available to City by cellular phone while Services are being performed. Contractor will provide a list of such cellular phone numbers for City upon execution of this Agreement.

3. Compensation. Contractor will submit monthly invoices to City concerning any Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (e.g., type of Services performed, equipment and materials used, etc.); (b) the date(s) the Services were performed; (c) the number of hours spent to perform the Services on City Streets; (d) the number of hours spent to perform the Services on Deschutes County Streets; (e) the applicable hourly equipment rates (as described below); (f) the event triggering Contractor's performance of the Services on each particular date (e.g., snow accumulation, request made by City representative, etc.); and (g) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Contractor's billing rates for the Services are as follows:

<u>Equipment</u>	<u>Per Hour Rate</u>
670 JD Grader	\$75.00 per hour
Champion Grader	\$85.00 per hour
Pick Up and Plow	\$75.00 per hour
Dump Truck and Plow	\$85.00 per hour
Loaders 966	\$75.00 per hour
Kawasaki	\$85.00 per hour
Labor if needed	\$40.00 per hour

Notwithstanding anything contained in this Agreement to the contrary, the compensation payable by City under this Agreement will not exceed \$10,000.00 for Services provided by Contractor during any one year of this Agreement without approval from the City Manager. City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 5.3.

4. Independent Contractor. Contractor is an independent contractor of City. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining any and all licenses, permits, registrations, approvals, and/or certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

5. Contractor Representations, Warranties, and Covenants. In addition to any other representation, warranty, and/or covenant made by Contractor under this Agreement, Contractor represents, warrants, and covenants to City as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a good workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, and ordinances and in accordance with this Agreement. Contractor will be solely responsible for the Services and any injury, damages, and/or liability to any and all persons or property caused directly or indirectly in connection with Contractor's performance of the Services. When performing the Services, Contractor will use every practicable means to minimize interference with traffic. Contractor will consult with and advise City on all matters concerning the Services reasonably requested by City. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor has experience performing snow removal services similar to the Services on City and Deschutes County rights-of-way. Contractor will furnish or provide any and all materials, tools, equipment, labor, and supplies, and will perform any and all labor and services, required to properly perform the Services.

5.2 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City and will list City as an additional named insured. Contractor will not modify or cancel any insurance required under this Agreement without ten (10) days' prior written notice to City. Prior to Contractor's commencement of the Services, Contractor will furnish City with evidence satisfactory to City that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

5.3 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, which statutes are incorporated herein by reference. Contractor has obtained, and will maintain during the term of this Agreement, any and all licenses, permits, registrations, approvals, and/or certificates necessary or appropriate to perform the Services.

5.4 Indemnification. Contractor will defend and indemnify City, and each present and future employee, officer, agent, and authorized representative of City, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damages to property and/or injury or death to person caused directly or indirectly by Contractor (and/or Contractor's agents, employees, shareholders, officers, board members, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.4 will survive the termination of this Agreement.

5.5 Independent Investigation. Contractor has visited, reviewed, and evaluated the Streets (and all surrounding areas) and is satisfied with the nature and condition of the Streets (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon transportation, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Streets (and all surrounding areas) and/or the Services, and assumes any and all risk thereof.

6. Miscellaneous.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue for a term of three years thereafter. This Agreement will automatically renew for one or more term(s) of one year each unless sooner terminated in accordance with this Agreement; provided, however, in no event will this Agreement be extended for more than two additional terms of one year each. Additional terms are subject to a rate adjustment not to exceed 10% in years four and five of this Agreement.

6.2 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately, for any reason or no reason, upon written notice to Contractor. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

6.3 Remedies; Severability. If a party fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

6.4 Notices. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

6.5 Time, Waiver, and Assignment. Time and strict performance of the Services is of the essence. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. Contractor will not assign or delegate any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of

City, which consent City may withhold in its sole discretion.

6.6 Entire Agreement and Governing Law. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

6.7 Attorney Fees; Records; Signatures; Exhibits. If litigation or arbitration is instituted to enforce or determine any party's rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings. Contractor will maintain complete and accurate records of all Services performed, the number of hours spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound record keeping practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

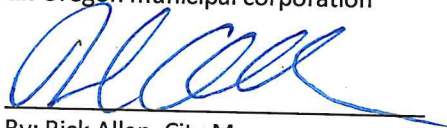
6.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by City to prepare this Agreement and such attorneys represent only City in this matter. Contractor has thoroughly reviewed this Agreement with counsel of Contractor's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Agreement.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the Effective Date.

CITY:

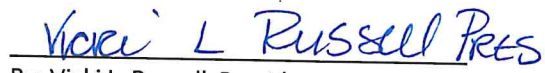
City of La Pine,
an Oregon municipal corporation



By: Rick Allen, City Manager

CONTRACTOR:

Vic Russell Construction, Inc.,
an Oregon corporation



By: Vicki L. Russell, President

Exhibit A
Streets

The following are the Streets upon which the Services will be performed by Contractor:

Priority - City of La Pine

Apache Tears Ct.
Carter Ct.
Riley Drive
Ascha Ct.

Priority - Deschutes County

1 William Foss Road
1 Mitts Way
1 Hinkle Way (from Reed Rd. to Finley Butte Rd.)
2 Evans Way
2 Bonnie Way
2 Preble Way
Shaw Pine Ct.
Wheeler Road
Heath Drive
Cassidy Drive
Assembly Way
Box Way
Oakridge Place
McClintock Place
Lasso Lane
Mac Court
Wyatt Court
Conifer Court

Priority - City of La Pine

1 Cagle Road
1 Skidgel Road
1 Pine Drive
Antler Lane
Doe Lane
Medill Court
Railroad Street
Ash Drive
Oak Drive
Elm Drive
Santa Barbara Dr.
Murry Drive
Pine Place
Drafter Road

Victory Way
Little Deschutes Lane
Memorial Lane (East of Huntington)

Priority - Deschutes County

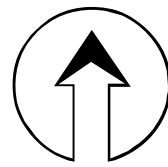
2 Glenwood drive
2 Allen Drive

1 1st Street (West of Coach Road)
1 Morson Street
2 4th Street
2 3rd Street
2 Bluewood Avenue
2 Bluewood Place
2nd Street (West side of Morson)
Stillwell Street
Walker Street
5th Street
Pengra (from 5th to 6th)
Crescent Creek Subdivision

City of La Pine Snow Plow Routes

Snow Plow Routes

- Deschutes County
- Priority One Route
- Priority Two Route
- Oregon DOT



0 500 1,000 2,000 3,000 Feet

1" = 500'
January 11, 2016

Priority One Roads:

1st Street, Morson Street, William Foss Road, Hinkle Way, Mitts Way, Evans Way, Bonnie Way, Preble Way, Bluewood Avenue, Bluewood Place, 4th Street, Cagle Road, Skidgel Road, Drafter Road, Wheeler Road, Findley Drive, Crescent Creek Drive, and Caldwell Drive.

Priority Two Roads:

5th Street, 2nd Street, Pengra Street (from 5th to 6th), Walker Street, Stilwell Street, Little Deschutes Lane, Victory Way, Pine Drive, Antler Lane, Doe Lane, Medill Court, Railroad Street, Ash Drive, Oak Drive, Elm Drive, Santa Barbara Drive, Murry Drive, Pine Place, Glenwood Drive, Allen Drive, Shaw Pine Court, Heath Drive, Cassidy Drive, Assembly Way, Box Way, Oakridge Place, McClintock Place, Lasso Lane, Mac Court, Wyatt Drive, Conifer Court, Apache Tears Court, Carter Court, Riley Drive, Ascha Court, Trapper George Lane, Fordham Drive, Charlotte Day Drive, and Betty Drive.

Priority One For City Snow Plowing Services:

The first priority of City of La Pine snow plowing services are collector roads. Collector roads are roads that serve to move traffic from local streets to arterial roads. These roads will be plowed within 24 hours.

Priority Two For City Snow Plowing Services:

The second priority of City of La Pine snow plowing services are local roads. Local roads are roads that are primarily used to gain access to residences. These roads will be plowed within 48 hours. Snow plowing services on priority two roads will commence after priority one roads have been cleared, and may occur sooner than 48 hours.



Snow Plowing Road Priorities

Priority One Roads:

1st Street, Morson Street, William Foss Road, Hinkle Way, Mitts Way, Evans Way, Bonnie Way, Preble Way, Bluewood Avenue, Bluewood Place, 4th Street, Cagle Road, Skidgel Road, Drafter Road, Wheeler Road, Findley Drive, Crescent Creek Drive, and Caldwell Drive.

Priority Two Roads:

Pine Drive, Antler Lane, Doe Lane, Medill Court, Railroad Street, Ash Drive, Oak Drive, Elm Drive, Santa Barbara Drive, Murry Drive, Pine Place, Glenwood Drive, Allen Drive, Shaw Pine Court, Heath Drive, Cassidy Drive, Assembly Way, Box Way, Oakridge Place, McClintock Place, Lasso Lane, Mac Court, Wyatt Drive, Conifer Court, Apache Tears Court, Carter Court, Riley Drive, Ascha Court, Trapper George Lane, Fordham Drive, Charlotte Day Drive, and Betty Drive.

Priority One for City Snow Plowing Services:

The first priority of City snow plowing services are collector roads – roads that serve to move traffic from local streets to arterial roads. These roads will be plowed within 24 hours.

Priority Two for City Snow Plowing Services:

The second priority of City snow plowing services are local roads – roads that are primarily used to gain access to residences. These roads will be plowed within 48 hours. Snow plowing services on priority two roads will commence after priority one roads have been cleared, and may occur sooner than 48 hours.



CITY OF LA PINE, OREGON
Request for Proposals
Snow Removal Services

In accordance with ORS 279B.070 and the City of La Pine's Public Contracting Ordinance (Ordinance No. 2008-01), the City of La Pine is informally soliciting interested contractors to submit proposals for the performance of certain snow removal services. "Attachment A" identifies by sections the City and Deschutes County streets and roads upon which snow removal services will be performed. Attachment "B" consists of the City's Snow Removal Policy and Procedures.

The snow removal services will generally consist of the following:

1. Plowing of snow from the entire width of each street or road so that the entire width of the street or road is available for vehicular travel.
2. Removal of snow from the street or road corners, intersections, turnarounds, and dead-ends.
3. Removal of any snow bank on the street or road side at or near an intersection that exceeds two feet in height to accommodate vehicle visibility.
4. This agreement will cover the 2015-16, 2016-17, and 2017-18 winter seasons.

A company or person interested in performing snow removal services must submit a written proposal to the City containing the following information:

1. Contractor's name, CCB license number (if applicable), address, contact information, and the name of the primary contact in reference to the proposal.
2. Brief information concerning the contractor (e.g., background, size, types of services provided, and types of similar engagements).
3. Identification of the person(s) who will be assigned and responsible to perform the snow removal services.
4. A total per hour cost for the performance of the snow removal services. The contractor will be required to furnish all materials, tools, equipment, labor, fuel, insurance, and supplies required to perform the snow removal services. Therefore, costs for materials, tools, equipment, labor, fuel, supplies, insurance, and general overhead must be included in the hourly rate.
5. Estimated hours for the completion of the snow removal services by section.

6. Equipment available to perform the snow removal services.

To be considered, please submit your proposal to Rick Allen, City Manager, via email at RLAllen@ci.la-pine.or.us, or by mail or hand delivery at the appropriate address provided below:

Mail:

City of La Pine
Attn: Rick Allen
PO Box 2460
La Pine, Oregon 97739

Hand Delivery:

City of La Pine
Attn: Rick Allen
16345 Sixth Street
La Pine, Oregon 97739

Please mark clearly on the outside of your proposal "CITY SNOW REMOVAL SERVICES PROPOSAL." Proposals must be received by the City on or before 3:00 p.m. on September 30, 2015. Proposals received after the deadline date/time may not be considered. The City reserves the right to reject any and all proposals and/or waive any and all formalities if in the City's best interest. The City reserves the right to change or modify the streets or roads requiring snow removal services. The City may award one or more contracts for the snow removal services. Contracts may be awarded by section.

If a contract is awarded, the City will award the contract to the proposer whose proposal will best serve the City's interests, taking into account price and various other considerations, including, without limitation, experience, capability, and expertise. Proposers responding to this solicitation do so at their own expense. The City is not responsible for any expenses associated with the preparation of any proposals.

If a contract is awarded, the City and the selected proposer will enter into a contract concerning the services. The contract will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to the City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.

If you have any questions regarding this solicitation, please feel free to contact Rick Allen, City Manager, at (541) 536-1432.

La Pine Equipment Inc.
Owners:
Mike & Max Shields

Huntington Rd. P.O.Box 154 La Pine Or 97739
Office\Fax: 541-536-1587
Cell: Mike 541-420-8500, Max 541-420-1731
CCB # 132983

City Of La Pine, Attn: Rick Allen.
54130 Highway 97
La Pine OR, 97739

City of La Pine Public Contracting Ordinance,
La Pine Equipment Inc. is a family owned business that provides all excavation and road construction services: including industrial, commercial and residential, as well as snow removal and fire prevention services either commercial or residential. I, Mike Shields, Have been providing these services to the community of La Pine since 1975 with my brother, as LE-MI Contractors. In 1989 my brother and I divided the company and my Wife and I continued on with the business trade as La Pine Equipment Inc. My Son, Maxwell Shields and I, currently provide all services listed as la Pine equipment Inc.

I have Composed a list of Contracts and Simular Engagements Relating to the City of La pine Snow Plowing Contract. The following are Snow Plowing Contracts randomly picked from 1975 to current. Each Contract included Promptness, Identifying priority routes, maintaining traffic flow and quality workmanship.

- U.S. Forest Services Chemult Ranger District Compound
- U.S. Forest Services Paulina Snow Parks
- Newberry Estates Road District
- Water Wonderland Home Owners Association Units #1 & #2
- Antelope Meadows Road District
- Forest Meadows Road district
- Hainer Park Home Owners Association
- City of La Pine Cagle Subdivisions
- Special Road District #6
- Forest view Special Road District

Equipment Used for Snow Removal:

• Austen Western 300 Six wheel Drive grader with blade	85.00	
• Austen Western 500 Six wheel Drive grader with power Angle Snow Blade		100.00
• Backhoe	80.00	
• Skidder with Snow Plow Blade	80.00	
• 1080B Bobcat Skid Steer with power Angle Snow Blade	80.00	
• New Holland Skid Steer	65.00	

Section A: City and County Roads, Average Completion time of	5.5 Hours
Section B: County Roads, Average Completion time of	3.5 Hours

Persons who will responsible to perform services pertaining to this proposal: Mike Shields, Max Shields.
Emergency Contact Person: Samantha Shields @ 541-420-7407. Operators available on demand.

Sincerely, Mike Shields Owner

ATTACHMENT "A"

Section A:

Priority - City Roads	Priority - County Roads
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1	Cagle Road	2	Glenwood drive
1	Skidgel Road	2	Allen Drive
1	Pine Drive		

Antler Lane
Doe Lane
Medill Court
Railroad Street
Ash Drive
Oak Drive
Elm Drive
Santa Barbara Drive
Murry Drive
Pine Place
Drafter Road

Section B:

Priority - City Roads	Priority - County Roads
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	1	1st Street (East of Coach Road)
	1	Morson Street
	2	4th Street
	2	3rd Street
	2	Bluewood Ave
	2	Bluewood Place
		2nd Street
		Old Main Court
		Stillwell St.
		Walker Street
		5th Street
		Pengra (from 5th to 6th)
		Wheeler Road
		Victory Lane

VIC RUSSELL CONSTRUCTION, INC.

FINLEY BUTTE AGGREGATE & PAVING

September 30, 2015
City of La Pine
Attention Rick Allen
P.O. Box 3055
La Pine, OR 97739
536-3996

TO: City of La Pine Attention Rick Allen
RE: SNOW REMOVAL FOR THE 2015-2016 SEASON

Please find our bid for snow removal of City of La Pine streets. Bid follows all specifications in Attachment A and Attachment B of the bid request.

1. Vic Russell Construction, Inc., PO Box 2520, La Pine, Oregon 97739 CCB# 31500
2. We are committed to a safe and productive snow removal season. You can expect Vic Russell Construction, Inc. to do snow removal as needed or directed. Our employee base is experienced and well seasoned in providing snow removal. We have been doing snow removal, excavation, utility work, rock and road building since 1973.
3. All snow removal is scheduled through Vic Russell Construction, Inc. Our snow removal team is on 24 hour call during the snow season and you are notified for off hour contact phone numbers. Office hours are 7:30-4:00 Monday –Friday @ 536-3478. After hours Vic or Vicki @ 593-8310 Vic- cell 420-4842 Vicki Cell 420-1383 Kevin Huck cell 948-6787. These persons are on call after hours 1 week at a time to dispatch.
4. Our prices vary depending on which type of equipment is used:

670 JD Grader	\$75.00 hour
Champion Grader	\$85.00 hour
Pick up and plow	\$75.00 hour
Dump Truck and Plow	\$85.00 hour
Loaders 966	\$75.00 hour
Kawasaki	\$85.00 hour
Labor if needed	\$40.00 hour

We have several other pieces of equipment that are available for use if needed.
5. Estimated hours for snow removal on City streets 4-8 hours per section depending on depth of snow and weight. Streets would be in sequential order to be the most efficient as directed by priority list
6. We have equipment, labor and experience to meet the requirements of this work

If fuel charges change significantly hourly rate may be subject to a fuel surcharge upon approval.

If this is acceptable please sign and return to be ready for snow removal while a contract is drawn up.

Thank you again. Please feel free to call the office any time at 536-3478 if you have any further questions or concerns.

Sincerely,
Vic Russell Construction, Inc.

Vic Russell Construction, Inc.  City of La Pine: _____
CCB #31500

www.vicrussellconstruction.com

P.O. Box 2520, La Pine, Oregon 97739

Plant Location: 17900 Finley Butte Rd., La Pine, Oregon 97739
La Pine: 541-536-3478 • Bend: 541-593-8310 • FAX: 541-536-3526

AFFIDAVIT OF PUBLICATION

Brad Samuelson and/or Cheryl Samuelson, being duly sworn on their oath they are the owner/editor(s) for Wise Buys Ads & More, an advertising paper published in La Pine, Oregon, County of Deschutes, and that on the dates specified below, advertisements for:

City of La Pine

of the size and titles specified were published in the advertising paper above mentioned.

Date

9.22.15 - Volume 8 Issue #38

Size

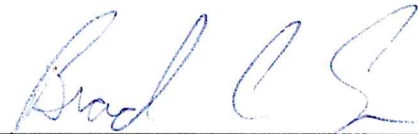
Issue #38 - 9.0 column inches black and white display

Title of Copy

Issue #38 - Request for Proposal for Snow Removal Services



Notary of Oregon
For The State of Oregon
County of Deschutes



Brad Samuelson / Cheryl Samuelson

