

RESOLUTION NO. 18-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, APPROVING PROFESSIONAL
SERVICES AGREEMENT WITH COLORADO DESIGNSCAPES, INC.
FOR SNOW AND ICE REMOVAL SERVICES**

WHEREAS, the City of Castle Pines (“City”) issued an Invitation for Bid for 2017-2018 Snow & Ice Removal Services (IFB No. 2017-PW-002) on or about August 14, 2017 (“IFB”); and

WHEREAS, Colorado Designscapes, Inc. (“Contractor”) was selected as the preferred service provider following review of the proposals submitted to the City; and

WHEREAS, the City and the Contractor entered into that certain Professional Services Agreement Between the City of Castle Pines and Colorado Designscapes, Inc. for snow and ice removal services (the “Agreement”); and

WHEREAS, the City is satisfied with the performance of the Contractor under the Agreement and the City’s Purchasing Policy provides, in relevant part, that “[e]xtension of existing contracts may be negotiated when a vendor offers to extend under the same conditions and at the same or lower price and such extension is determined to be in the best interest of the City”; and

WHEREAS, Contractor is proposing to maintain its existing unit and hourly pricing for snow and ice removal services as provided in the Agreement; and

WHEREAS, the City’s need for services has increased with additional rights-of-way and additional lane miles being added to the City’s Snow and Ice Control Plan for the 2018-2019 season; and

WHEREAS, it is the desire and intent of the City Council to approve an agreement with Contractor (the “Agreement”), setting the not-to-exceed compensation amount for the 2018-2019 season at **Four Hundred Thousand Dollars and No Cents (\$400,000.00)**; and

WHEREAS, a copy of the Agreement is attached to this Resolution as **Exhibit 1** and is incorporated herein by this reference; and

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, THAT:**

Section 1. The City Council hereby: (a) approves the Agreement in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Manager and City Attorney to make non-substantive changes to the Agreement prior to execution of the Agreement by the City and Contractor, on the condition that the non-substantive changes do not increase the financial obligations of the City; and (c) authorizes the City Manager to execute the Agreement when in final form.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor and 0 against this 11th day of December, 2018.



DocuSigned by:

Tera Stave Radloff

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Tera Stave Radloff, Mayor

ATTEST:

DocuSigned by:

Tobi Basile

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Tobi Basile, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Linda C. Michow

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Linda C. Michow, City Attorney

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT

[see attached document]

Exhibit A
Scope of Services
(January 1, 2019 – June 30, 2019)

I. General

The primary goal of the snow removal program is to ensure clear safe and passable drive lanes during and after a storm event. In addition, the program shall provide for the safe and orderly movement of traffic and for effective storm response. Successive completion of a snow event is defined as ensuring that all streets in the City are safe and passable. The snow removal program is intended to start with Priority 1 streets, then moving immediately to Priority 2 streets and then to Priority 3 streets. Snow and ice removal activities may include but are not limited to: de-icing, pre-treatment, ice cutting, snow plowing, and other miscellaneous winter maintenance or clean-up activities.

A. Contractor Role:

Oversee all aspects of a snow event, ensuring that the City Manager, Public Works Director and all required personnel are familiar with the current and anticipated future conditions. Coordinate with the City and other contractors at all times. When a storm is predicted, operators will be notified by the Contractors management, and will be required to standby for immediate availability. Supervisors may be exclusively dispatched at the beginning of a storm to evaluate roadways and spot-treat surfaces where necessary. If the storm intensifies, the City Manager, Public Works Director and/or their designee will be advised when the contractor mobilizes equipment.

The Contractor shall work with the City Manager, Public Works Director (or their designee) to develop a coordinated plan and protocol for response to police, fire, and medical emergencies during snow and ice events. The Contractor's Field Personnel will maintain regular contact with the City Manager, Public Works Director (or their designee), relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates. Contractor's supervisory staff will be available at all times during snow events and communicate with the City Manager, Public Works Director (or their designee) during all phases of snow events in accordance with the established protocols.

II. Plowing Equipment

The snow removal contractor shall provide the appropriate and minimal specified equipment and support services to meet the goals of The City of Castle Pines Snow and Ice Control Plan. Plowing operations are performed by plow trucks which consist of tandem axle or single axle trucks equipped with a plow and an anti-icing or deicing material spreader (see Exhibit F-1).

The Contractor shall provide snow removal vehicles meeting the following minimum requirements.

- De-icing distribution equipment shall be appropriately sized to the vehicle's rated capacity. Undersized or inadequate equipment may be rejected for use by the City and shall be replaced with adequate equipment at no additional cost to the City.
- The contractor shall maintain a reserve fleet of operational ready vehicles and equipment to replace any vehicle or piece of equipment that breaks down or fails to properly function during snow or ice removal operations.
- All snow plows shall be adjustable for left or right direction of throw from within the cab of the vehicle.
- All material distribution equipment shall be calibrated according to the equipment manufacturer's standards or specifications prior to the winter season.
- The City reserves the right to inspect the contractor's vehicles at any time during the term of the agreement or contract for services. Following any inspection initiated by the City, the City

reserves the right to ensure that the contract makes repairs and/or adjustments to the trucks and associated equipment in order that the same properly functions during all snow or ice removal operations.

III. Personnel

Minimum experience of snow plow drivers employed for work on City streets shall be two (2) years. Each driver shall receive pre-season training in the safe operation of plow trucks and all snow removal equipment.

Snowplow operators may be required to work up to a twelve (12) hour shift when necessary. Because of safety concerns, no operator shall work more than a twelve (12) hour continuous shift in any twenty-four (24) hour period. Snow control operations will continue twenty-four (24) hours per day until storms subside and the primary roadway network is in serviceable condition.

The driving record of all of the contractor's drivers assigned to snow routes within the City shall be submitted to the City. The City reserves the right to deny drivers with unsafe or questionable driving records from operating snow removal vehicles within the City. It is the contractor's responsibility to provide personnel capable of safely performing their assignments.

IV. Reporting

Definition: Lane-miles - the 12-foot width of a normal traffic travel lane having a nominal length of 1 mile. The length of one mile is based on the center-line length of the street without regard to the true length of the travel lane which is impacted by offset from the centerline, horizontal alignment, and vertical curvature. Lane miles on any segment of street are not adjusted to compensate for turning lanes, shoulders, gutter pans, median pavements, and other paved appurtenant areas contiguous to a travel lane. Monthly reports shall be provided to the City within 6 business days after the month end.

A pre-season report shall be provided to the City. The pre-season report shall include information required to document compliance of the vehicles and equipment, driver training, drivers contact information, managements contact information, equipment calibration, a conformance with other general standards and specifications required under terms of the contract. No work shall be performed until the City has accepted and approved the pre-season report.

Hours of billable work for each size and type of vehicle/equipment utilized by date and the designed route on which the work was performed.

V. Payment

Payments to the Contractor shall be made on the following basis.

- Hourly Rates shall be paid for each vehicle when in use within the corporate limits of Castle Pines and fully functional with a qualified driver as required under this contract. No reduction in payment will be made for vehicles that leave the city limits for material resupply and return within a reasonable timeframe.
- Hourly Rates shall apply to vehicles and equipment of the various sizes and types listed in Exhibit F-1. No separate payment will be made for vehicles or equipment utilized without fully functional capabilities. The use of unqualified drivers shall be justification for denial of payment. Payment for idle equipment shall be limited to normal regular intervals for checking equipment and reloading of material supplies.
- Material Costs shall be reimbursed to the contractor at and for the unit prices listed on the Bid Form and accounted for within the normal application limits.
- All monthly reports are subject to review, audit, and approval by the City prior to payment of the accompanying invoice. Payment may be withheld by the City without penalties or interest

on any disputed amount.

VI. Technical Specifications for Snow Removal

The Contractor shall comply with the following standards for providing snow and ice removal and related services.

Vehicles shall not divert from the assigned routes except for emergencies coordinated with the fire department, ambulance service, City Manager, Public Works Director, designee or sheriff's office.

All vehicles shall follow City-approved pre-planned routes for effective coverage. All roads shall be in an acceptable condition before snow or ice removal operations are temporarily or finally suspended.

B. Priority 1 (arterial):

The City requires that the Contractor deploy personnel and equipment to maintain Priority 1 roadways first. These streets are the arterial streets and those routes tied to school and emergency service response. Once Priority 1 streets are considered safe and passable, the City will move to Priority 2 roads.

Snowplowing and/or ice control operations will be performed on all Priority 1 streets for every storm when an accumulation of snow is one (1) inch or more or the roadways are considered unsafe for vehicular travel.

All arterial routes shall be cleared to the Near Normal/Mostly Clear condition, as shown in the following photographs, prior to suspending operations.

- Castle Pines Parkway; Monarch Boulevard; Lagae Road; Mira Vista Lane
- Streets providing access for emergency services (fire stations, school zones, & medical facilities).

C. Priority 2 (collector):

Snowplowing will be performed on Priority 2 (collector streets) when Priority 1 roads have been deemed passable. These streets typically connect arterial streets to residential streets.

All collector routes shall be cleared to the Partly Covered condition, as shown in the following photographs, prior to suspending operations.

- Daniels Gate Road/Griggs Road; Buffalo Trail; Hidden Pointe Boulevard; Crossing Circle; Oxford Drive; Shoreham Drive; Yorkshire Drive

D. Priority 3 (local):

Snowplowing will be performed on Priority 3 (local streets) after Priority 1 and 2 streets are considered passable.

All local routes shall be cleared to the Covered condition, as shown in the following photographs, prior to suspending operations.

- All streets not classified as a Priority 1 or 2 street are considered as local street.

E. Ice Maintenance

If conditions occur that create icing in vehicle travel lanes that are determined to be unsafe, the ice may be removed. These actions will be performed under the same 1-arterial and 2-collector priority system that streets are plowed and are subject to the availability of personnel and equipment and at the direction of the City.

F. Liquid and Solid De-icing Chemicals

A variety of materials may be used for snow and ice control. The Contractor will apply snow removal materials based on current and predicted weather conditions.

Snow and ice control materials will be used on local streets only in the following conditions:

- roadway grades exceeding 7 percent (%) or greater (e.g. 100ft long x 7 ft tall)
- storm water inlets
- traffic stopping sign conditions deemed critical

G. Plowing Procedure

Snow will be plowed in a manner to minimize traffic obstructions. The center of the roadway will be plowed first, if applicable. The snow is then pushed from inside to outside on two-way streets on subsequent plowing passes. On one-way streets or where there is a wide center median, snow may be pushed in either direction. The plow discharge shall go onto the area in and/or behind the curb on primary streets and into the parking area and behind the curb on secondary streets.

Snow in cul-de-sacs will normally be plowed to the center to provide the largest turning radius possible for emergency vehicle ingress and egress. When a plow goes onto a bridge, the driver shall slow down so snow does not go over the bridge, if possible.

Additional passes by a front-end loader, grader and/or plow truck will be made on streets when directed by the City Manager, Public Works Director or their designee, to remove accumulations of ice and smooth rutted streets. This activity will occur only after severe storms, during the clean-up process, or during extended periods of freeze/thaw to remove ice from streets. The Contractor is expected to remove windrows of snow across driveways that are created by snowplows, unless specifically requested by the City. Every attempt shall be made to avoid plowing large mounds of snow into driveways or across sidewalks.

H. Snow Stockpile Removal

The City Manager, Public Works Director or their designee, will determine if snow will be removed from an area by loader and truck. Such snow removal may occur in areas where there is no room on the street or behind the curb for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal/hauling operations may not commence until other snowplowing operations have been completed. Snow removal operations may be delayed depending on weather conditions, personnel and budget availability.

VII. Penalties for Noncompliance

Over use of material: Should the Contractor exceed the maximum application rate of deicing materials, the value of the excess materials applied shall be deducted from any payment due. Adjustments to the normal application rate will be accommodated when the Contractor is directed by the City Manager, Public Works Director or designee to increase or decrease the application rate to adjust to storm conditions.

Should the Contractor fail to properly access the pre-storm conditions or fail to provide the necessary equipment in a timely manner, the City reserves the right to assess damages for the cost of engaging services of another contractor at cost + 115% of the value of all vehicles/equipment utilized between the time of notification to the Contractor and the time all of the Contractor's vehicles are in operation within the City.

Snow Condition Examples



Near Normal/Mostly Clear



Near Normal/Mostly Clear



Partly Covered



Partly Covered



Covered



Covered

Exhibit A-1

Equipment Description	Unit	Quantity	2019 Hourly Rate
1 Ton 4X4 w/Plow	HR	1	\$ 90.00
Tandem Axle Dump Truck w/Plow & Material Distributor	HR	1	\$ 170.00
Single Rear Axle Dump Truck w/Plow & Material Distributor	HR	1	\$ 140.00
1 Ton 4X4 w/Plow	HR	1	\$ 90.00
Front End Loader	HR	1	\$ 172.00
Road Grader	HR	1	\$ 212.00
Ice Slicer	TN	1	\$ 143.00
Hand Labor	HR	1	\$ 45.00
Supervisor w/4X4 Truck	HR	1	\$ 87.00