

**PUBLIC NOTICE**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
PUBLIC SERVICES DEPARTMENT**

Sealed bids will be received by the City of West Des Moines, Iowa, on or before 2:00 p.m., local time, Wednesday, October 5, 2022.

**BID ITEM: Material and Snow Hauling**

Bidders shall submit their bids in a sealed envelope, plainly marked "Material and Snow Hauling Bid" and deliver to:

Office of City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
P.O. Box 65320  
West Des Moines, Iowa, 50265-0320

Specifications may be secured at the Department of Public Services, 8850 Grand Avenue, West Des Moines, Iowa, by contacting Mike Coughlon or Ron Wiese, Operations Supervisors, at 515-222-3480.

Unit prices shall be final, and the City reserves the right to accept or reject any or all bids on a per unit basis and waive irregularities and technicalities as determined to be in the best interest of said City.

Published in the Des Moines Register, Friday, September 23, 2022.

**REQUEST FOR BID**  
**MATERIAL AND SNOW HAULING**  
**CITY OF WEST DES MOINES**  
**DEPARTMENT OF PUBLIC SERVICES**

The City of West Des Moines, Iowa, solicits interested Contractors to submit bids for material and snow hauling for the City of West Des Moines.

Submittals marked “**Material and Snow Hauling**” will be received no later than 2:00 p.m., local time, on Wednesday, October 5, 2022. Submit a signed copy of the attached Contract Terms and Specifications, Bid Form, and all other attachments to:

Office of the City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
P.O. Box 65320  
West Des Moines, Iowa 50265-0320

Mark outside of sealed envelope with bid subject, “**Material and Snow Hauling**”.

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted **MUST** be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive and will not be acceptable.

If you desire not to quote on this bid, please forward your acknowledgment of **NO BID SUBMITTED** to the above address.

## CONTRACT TERMS AND SPECIFICATIONS

### MATERIAL AND SNOW HAULING

#### CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES

##### **I. STATEMENT OF PROJECT**

A. The intent and purpose of this Request for Bid is to establish a Contract for the purpose of planned and emergency hauling operations on local City streets and roadways within the City of West Des Moines, Iowa. Hauling will include snow, rock, storm debris, salt, sweeping debris, or other materials. The included services will be utilized throughout the contract term on an as-needed basis. The City will guarantee a minimum of 4 hours per requested number of trucks for any hauling operation under the terms of this Contract.

##### B. Snow Hauling

1. The City's snow policy requires the hauling of snow from the Valley Junction area of West Des Moines and any other areas designated by the Public Services Department to the City's holding area located behind the Martin Marietta facility on Lincoln Street, or other areas as designated by Public Services.
2. It is the intention of the City to retain the services of the Contractor for snowfalls requiring removal and hauling under the City's current Snow and Ice Control Policy.
3. It is the intent of the City that the Contractor be able to provide a minimum of (6) tandem trucks to perform the entire snow hauling operation. Depending upon storm conditions and the scope of the Public Services snow operation, the number of trucks requested may be less than the minimum number that the Contractor is required to provide. If the Contractor does not possess the minimum number of units and plans on sub-contracting, they must notify the City of this in their bid documents.

##### C. Material/Debris

1. It is the intent of the City that the Contractor be able to provide a minimum of (6) tandem trucks to perform the entire material/debris hauling operation. Depending upon storm conditions and the scope of the Public Services operation, the number of trucks required may be less than the minimum number that the Contractor is required to provide as a minimum. If the Contractor does not possess the minimum number of units and plans on sub-contracting, they must notify the City of this in their bid documents.

D. The City will have sole discretion selecting the Contractor. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the Contractor who is believed to be the most competitive, competent, and reliable, and who will perform best pursuant to the terms and conditions of this Request

for Bid. Cost is one of the multiple factors the City will consider in selecting the Contractor. Other factors that will be considered include, but are not limited to, past comparable experience, references, equipment, and any other relevant consideration that may reasonably affect the Contractor's ability to perform in accordance with the terms and conditions in this Contract.

## **II. LENGTH OF AGREEMENT**

### **A. Contract Term:**

If approved by the West Des Moines City Council, the initial term of this Contract shall be effective for the period of one year from the executed Contract date. The City reserves the right as its sole option to renew this contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal Contract's shall require written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Renewal of the Contract shall include an increase in the compensation paid for Contractor services from the existing Contract based upon the CPI-W (as calculated by the United State Bureau of Labor Statistics) in July of the renewing year and not to exceed the most recent twelve (12) month average increase of the CPI-W for the same or similar services. Contract award and renewals shall be limited to a total of five (5) years from the original executed Contract date.

### **B. Contract Termination:**

This Contract may be terminated for any reason by the City during the Contract period, subject to thirty (30) day written notice being delivered by registered mail to the Contractor at the address referenced on the Bid Form.

## **III. EQUIPMENT**

### **A. Size of Truck:**

Trucks used for hauling shall have a minimum dump box capacity of 12 cubic yards. All vehicles shall be properly equipped and outfitted to meet all local, county, state, or federal laws. The City reserves the right to reject at any time, with notice to the Contractor, any vehicle that does not appear to comply with all necessary legal requirements.

## **IV. OPERATION & MAINTENANCE**

### **A. Operator:**

The Contractor shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Iowa to operate the vehicle or any anticipated replacement.

B. Parts & Fuel:

The hourly rates contained herein shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies. It shall also include all labor, tools, and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair.

C. Storage:

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for both the vehicle and operator.

V. **COMPENSATION RATES**

A. Operators:

All rates quoted shall include full operation by qualified operators.

B. Quantities:

All rates quoted shall be on an hourly basis and shall be rounded to the nearest 0.25 (quarter) hour.

C. Premiums/Overtime:

Premium calculation or adjustments may be allowed to the base rates quoted for work completed on weekends and/or holidays. The Contractor shall clearly identify any periods in the proposal when the premium pay calculations will be in effect and the proposed rate adjustment.

D. Non-Productive/Downtime:

The hourly rate shall be paid for the actual number of hours the machine is operated under the direction of the City. The City shall not be responsible for payment for any time taken for rest or meal breaks. However, the City will recognize payment for routine maintenance and emergency repairs or adjustments necessary to keep the machine properly operating. However, limited accumulated delay time for which payment will be made shall not exceed ten (10) percent of the actual working time required for any single hauling operation. This allowance shall be provided for only those pieces of equipment previously approved by the City for required hauling operations under this agreement.

## VI. PERFORMANCE REQUIREMENTS

### A. Personnel:

The Contractor shall provide the City with the name, addresses, email addresses, and telephone numbers for at least two designated contact personnel responsible for ensuring response to the City's request for Contract services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the Contract is in force including Saturdays, Sundays, and Holidays.

### B. Response Time:

The Contractor shall respond and begin hauling operations at the time designated by the Department of Public Services representative(s). The Contractor shall ensure that the equipment and operator(s) are ready and able to continuously provide hauling services through the completion of the designated areas.

### C. Down Time:

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of hauling operations. If, once commencing a hauling operation, a piece of equipment becomes disabled and nonfunctional for a period of one (1) consecutive hour, the Contractor shall provide a satisfactory replacement vehicle and operator, if necessary, at no additional cost to the City.

### D. Communications:

In the event it becomes necessary, the City will provide a portable two-way, hand-held radio to one of the truck units for continuous communications with the City. The contracted trucks must have the capability to communicate with each other at all times. The City will assume all costs associated with the repair and maintenance of the radio to proper working conditions except for those costs associated with damage resulting from negligence, loss, or abuse by the operator which will be the responsibility of the Contractor. Trucks will report to the address specified by the City prior to beginning hauling operations. When the hauling operation is completed, the City will track the total numbers of hours units have worked and record the data.

### E. Authority/Direction:

The Contractor shall begin the hauling operation at a designated point and follow a specific progression as directed by the City. The Contractor and its operators shall respond to all directions given by the City in a positive, courteous and timely manner during the hauling operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence or unprofessional communication or behavior, or inability of the piece of

equipment to function properly for the requested services.

F. Performance Bond:

The Contractor shall provide and maintain a performance bond in a manner acceptable to the City in the amount of \$1,000 for the duration of this agreement. The City shall not file against or use this performance bond for any issue or matter not relating to nonperformance or noncompliance with the Contract.

G. Non-Performance:

The Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the City either prior to, during or after any scheduled or emergency hauling operation in lieu of these contractual services as may be necessary due to non-performance or excessive delays of the Contractor.

H. Property Damage:

The Contractor shall be responsible for any and all damage to public property (including public utilities), private property, or personal injury due to its own or its employee's conduct. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.

**VII. COMPENSATION**

A. Payment Schedule

All pay requests must be prepared and submitted by the Contractor as verified and approved by the Director of Public Services or designated representative. All pay requests so received shall be processed and payment made by the City not less than 15 nor more than 30 days after receipt by the City.

**VIII. INSURANCE**

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

A. Commercial General Liability.

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

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

B. Business Automobile Liability Insurance

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

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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C. Workers Compensation and Employers Liability.

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1 – Workers Compensation Benefits	Statutory
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D. Employers Liability.

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

E. Umbrella Liability.

The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer’s liability insurance described above which is at least as broad as all underlying policies including but not limited to additional insured, waiver of subrogation and primary and non-contributory.

Each Occurrence Limit	\$5,000,000
Aggregate Limit	\$5,000,000

F. Property Insurance.

The Contractor will maintain property insurance against loss or damage to Contractors’ owned property, equipment, and materials while on the City’s projects.

G. Contractor’s Pollution Liability.

Policy shall cover the Contractor’s liability for bodily injury, property damage, defense, clean up and related defense costs as a result of a sudden and accidental pollution condition arising from their operations.



Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Before providing any services, the Contractor shall furnish an insurance certificate to the City of West Des Moines, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

**IX. BID FORM**

The quotation is to be entered based on an hourly per truck rate. All bids must be type written or printed in ink and properly signed by an officer of the company. All required performance bonds, insurance certificates and additional requested information shall be submitted in a form acceptable to the City within 15 days of execution of the Contract.

**X. INDEMNIFICATION AND HOLD HARMLESS**

The Contractor shall hold harmless, indemnify, and defend the City and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character both to person and property, arising out of, related to, or connected to this Contract or by reasons of the Contractor’s performance under this Contract.

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

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has not responsibility for any damage caused to the Contractor’s property by any source.

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

**XI. FURTHER INFORMATION**

A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49CFR, Part 382 and Part 40).

B. Right-to-Know Statement. The bidder certifies that, in accordance with the “Hazard Communication Rule”, 29 CFR 1910.120 (the Right-to-Know Law) and the State of Iowa “Hazardous Chemical Risk Right-to-Know Rule”, employees exposed to

materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

- C. ADA Statement. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
- D. FLSA Statement. We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
- F. Non-Discrimination Clause. The City of West Des Moines does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Contractor must agree not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability, or veteran status and to include a similar non-discrimination provision in all contracts associated with this procurement.
- G. Safety Standards Statement. All best management practices and adherences to all applicable OSHA and ANSI standards shall be observed while performing this work. All measures shall be taken to protect workers and citizens from injury as well as any damage to surrounding buildings or landscape.
- H. Independent Contractor. It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this Contract, required or provide for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.
- I. Questions which may arise as a result of this Request for Bid of a technical/operational nature should be directed to Department of Public Services, Ron Wiese or Mike Coughlon, Operations Supervisors, at 515-222-3480.

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**Authorized Signature**

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**Date**

**ATTACHMENT A**

**AGREEMENT FOR PERSONNEL AND EQUIPMENT**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

In accordance with the notice of the City of West Des Moines, Iowa soliciting bids (I) (We), the undersigned, hereinafter called the Contractor, hereby offer to provide services to the City of West Des Moines, hereinafter called the City, acting by and through its Director of Public Services or their designated representative, for the hauling of material and snow, for which the quotation may be accepted, subject to the terms and conditions herein specified.

(I) (We) hereby certify that (I am) (We are) the only person(s) interested in this bid as principal(s); that it is made and submitted without fraud or collusion with any other person, firm, or corporation; and that (I) (We) have examined this Bid and Agreement Form, and understand its contents.

(I) (We) hereby certify that (I am) (We are) the Owner (s) or have previously contracted for the purchase of the Fully Operated Hauling Equipment for which quotations are submitted herein and can furnish bill of sale or contract for purchase covering said equipment.

**DATE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**AUTHORIZED NAME (PRINTED):** \_\_\_\_\_

**FIRM/CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTACT EMAIL:** \_\_\_\_\_

**CONTACT PHONE:** \_\_\_\_\_

**ATTACHMENT B**

**BID FORM**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Bid and Contract at the rates entered below and at such time as they may be requested by the City.

Contract will be at an hourly rate for hauling with a minimum availability of six (6) trucks; minimum of four (4) hours guaranteed by the City.

A bid may be rejected if any alteration or erasure is made in entering the rates. Bid rates must be entered in ink or typewritten.

\$\_\_\_\_\_ / hour / per truck

\$\_\_\_\_\_ Premium calculation for overtime periods

Briefly explain Contractor's rationale for overtime calculation (e.g., excess of 8 hours per shift, Holiday, Saturday, etc.): \_\_\_\_\_

Hourly rates shall be final, and the City reserves the right to accept or reject any or all bids on a per hour basis and waive irregularities and technicalities as determined when it may be in the best interest of said City.

**Contractor Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C**

**DESCRIPTION OF EQUIPMENT**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

The following information must be completed as part of this bid for each piece of equipment proposed to be furnished. Bidder may submit additional forms listing available equipment.

**TANDEM TRUCK**

Unit Number	_____
Make	_____
Model	_____
Year	_____
Serial Number	_____
Engine Type (Gas/Diesel)	_____
Engine Size	_____
Location of Equipment	_____
Storage Point (address)	_____
	_____

**ATTACHMENT D**

**EXPERIENCE / REFERENCE SUMMARY**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

List references for projects of similar scope that the Contractor has successfully completed within the past 24 months:

<b>Contract &amp; Location</b>	<b>Owner Name/ Address/Phone</b>	<b>Contract Date</b>	<b>Contract \$ Value</b>

\_\_\_\_\_ Number of years the Contractor has provided services similar to the scope of this Request for Bid under the current ownership and company name.

**Contractor's Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**ATTACHMENT E**

**CONTACTS FOR CONTRACTOR  
(Minimum of 2 Required)**

**MATERIAL AND SNOW HAULING**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

**Full Legal Name (Print):** \_\_\_\_\_

**Emergency After-Hours Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Full Legal Name (Print):** \_\_\_\_\_

**Emergency After-Hours Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## BID LIST

### MATERIAL AND SNOW HAULING

#### CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES

1. **McAninch Corp**  
4001 Delaware  
Des Moines, IA 50313  
[info@mcaninchcorp.com](mailto:info@mcaninchcorp.com)
2. **Corell Contractor, Inc.**  
1300 Lincoln Street  
West Des Moines, Iowa 50265  
[gcorell@corellcontractorinc.com](mailto:gcorell@corellcontractorinc.com)
3. **Keystone Trucking**  
12014 Ridgemont Drive  
Urbandale, IA  
[info@keystonetrucks.com](mailto:info@keystonetrucks.com)
4. **Denver Findley & Son**  
10755 Southwold Road  
Des Moines, Iowa 50320  
[Findleyblue11@netins.net](mailto:Findleyblue11@netins.net)
5. **JMT Trucking**  
5550 NE 22<sup>nd</sup> Street  
Des Moines, Iowa 50316  
[kbauman@citruking.com](mailto:kbauman@citruking.com)
6. **J. Pettiecord, Inc.**  
1200 Prairie Drive SW  
Bondurant, Iowa 50035  
[chris@jpettiecord.com](mailto:chris@jpettiecord.com)
7. **Bullseye Trucking**  
3220 Dixon Street  
Des Moines, Iowa 50313  
[brp@brueningrock.com](mailto:brp@brueningrock.com)
8. **Absolute Concrete**  
1000 W 6<sup>th</sup> Avenue  
Slater, IA 50244  
[contactus@ac-iowa.com](mailto:contactus@ac-iowa.com)
9. **Elder Corporation**  
5088 East University Ave  
Des Moines, IA 50327  
[Jim.mcfadden@eldercorp.com](mailto:Jim.mcfadden@eldercorp.com)
10. **Tucker Trucking**  
4404 East 14<sup>th</sup> Street  
Des Moines, IA 50313  
[Jerry.tuckertrucking@gmail.com](mailto:Jerry.tuckertrucking@gmail.com)