



Lumpkin County, Georgia

Public Works

October 1, 2015

Agenda Item: Raines Grading & Hauling, LLC – Winter Weather Road Treatment Assistance Agreement

Item Description: Recommendation to renew the contract for the Winter Weather Road Treatment Assistance with Raines Grading and Hauling, LLC.

Facts & Historical

Information: During winter weather events two or more spreader trucks are needed to allow the treatment of the roads in a timely manor. The Road Department currently has two spreader truck that is in good working condition. In August 2010, we put out a request for proposals to provide an operated spreader truck to Lumpkin County on an as needed basis. Raines Grading and Hauling, LLC was the only response we received for this RFP. The County contracted with Raines Grading and Hauling to supplement County personnel and equipment in treating the roads during winter storm events. Raines had 2 spreader trucks (one with a snow plow) that can be used to supplement county forces. The annual cost to the County of this contract for the last five winters has been:

Winter 2010/2011= \$9,757.50

Winter 2011/2012= \$0.00

Winter 2012/2013= \$1,670.00

Winter 2013/2014= \$10,298.50

Winter 2014/2015+ \$17,150.00**

** - cost includes \$5,090 for debris removal during the ice storm.

In 2013 contract, the hourly rate was increased from \$75 to \$77 per hour for a spreader truck and remained at \$20 per hour for the additional use of a snow plow on the spreader truck. In 2014, Raines Grading requested an increase in hourly rate of the spreader trucks from \$77 to \$80 along with a revision to the Section C. of the contract. These revisions were made to the contract and it was renewed.

- Potential Courses of Action:**
- A) Renew the contract at the current rate.
 - B) Renew the contract at a renegotiated rate
 - C) Rebid the contract in a public bid process.

Budget Impact: There is \$13,500 budgeted in 2016 to cover the cost of this contract. In 2015 the budget was \$12,000. This budget was exceeded due to the ice storm by \$5,150. Of this overage, \$5,090 is to be reimbursed at 85% from FEMA.

Staff Recommendation: The recommendation of staff is to renew the contract with Raines Grading and Hauling, LLC at the current rates.

**CONTRACT FOR ON DEMAND SUPPLEMENTAL OPERATIONS
FOR
VEHICULAR HAULING AND SPREADING OF INCLEMENT WEATHER
ROAD DRESSING**

This agreement is made and entered into this 20st day of October, 2015, between the governing authority of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and Raines Grading & Hauling, LLC, of Lumpkin County, Georgia.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work:

1. Contractor, when specifically authorized and directed by County, shall haul gravel, sand, salt and other materials as may, from time to time, be identified by Lumpkin County, its agents and employees, from designated loading sites to designated distribution sites.
2. Contractor shall spread gravel, sand, salt, and other materials as may, from time to time, be identified by Lumpkin County, its agents and employees, on such roads, bridges, and other areas designated by appropriate Lumpkin County authorities.
3. Contractor shall be responsible for covering and uncovering each load as may be required by law and/or regulation for the materials being hauled and the spreading of such material.
4. Contractor shall maintain all work and operational records required for such operations, to include driver's log books and equipment maintenance records.
5. Lumpkin County shall pay as follows:
 - a. Eighty and no/100s Dollars (\$80.00) per hour, measured from arrival for first load until released by Lumpkin County;
 - b. The amount of \$20.00 per hour shall be an additional cost per hour for the use of the snow plow attached to his primary vehicle.
 - c. Each day or period of work shall constitute a separate bill.

B. Costs / Expenses / Penalties:

1. Lumpkin County shall provide all materials to be spread on roads and highways, or shall pay all costs and expenses of such materials.
2. Contractor shall be responsible for all maintenance, upkeep and repair of its vehicles operating under the terms of this contract.
3. Contractor shall be responsible for all fines and/or penalties associated with the spreader truck/dump truck operations with the exception of fines and/or penalties charged for overweight loads, which shall be the responsibility of Lumpkin County.

C. Liability:

Contractor assumes all liability for operations under the terms of this contract. County assumes liability for road treatment materials after delivery and distribution.

D. Insurance:

1. Contractor shall provide a certificate of insurance to Lumpkin County for the following coverage and amounts: \$2,000,000 general aggregate liability, \$1,000,000 single occurrence, and worker's compensation in the amount of \$1,000,000.00, or as required by law.

2. Contractor shall keep the required insurance in effect throughout the term of this contract.

3. The insurance policy shall contain a requirement that Lumpkin County be notified, at least 30 days in advance, of cancellation or substantial change in the terms of the insurance.

E. Termination of Contract:

This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to perform the required work under the terms of the contract.

F. Term of Contract:

1. This contract shall commence on December 22, 2015, (taking precedence by mutual consent over the terms of the existing contract) and end on December 31, 2015, with an automatic renewal for an additional annual term beginning January 1, 2016, and ending December 31, 2016. This contract shall be automatically renewed annually unless notice of intent to terminate as of the end of the term is provided not less than ninety (90) days prior to the end of the then current term.

2. This contract may be amended from time to time if approved by the parties hereto.

Contractor:

Raines Grading & Hauling, LLC
Daniel Raines, owner

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Kathleen C. Walker
Lumpkin County Clerk