



Invitation to Bid Solicitation # 1920-16

1. GENERAL TERMS AND CONDITIONS

1.1. Invitation to Bid.

The City of Urbana, Illinois (the “City”) is seeking bids from qualified Contractors for sidewalk snow removal and de-icing services on sidewalks adjacent to certain properties where the owners of those properties have failed to comply with the City’s Sidewalk Snow and Ice Ordinance (Urbana City Code Sections 11-65 *et seq.*) as more fully described in this Invitation To Bid (“ITB”). Contractors interested in performing these services must submit a completed bid by 11:00 a.m., December 6, 2019.

1.2. Intent.

The City desires to enter into a contract with a qualified and responsible Contractor for services described in this ITB, and accordingly, is furnishing specifications by which such bids shall be considered.

The work and services contemplated by this ITB will be on an “as-requested” and “where-requested” basis. **The City will not guaranty the amount of work or services that it will request from the Contractor awarded the contract, if any, because the City cannot predict the amount of snow and/or ice that will occur or whether one or more property owners will choose not to comply with the City’s Sidewalk Snow and Ice Ordinance.**

The City reserves the right to waive technical requirements and to determine the acceptability or unacceptability, or to reject any and/or all bids, or to negotiate the final terms of contract, if any, prior to awarding a contract.

1.3. Contract Term and Extension.

The term of the contract to be awarded, if any, will be from December 6, 2019, through April 10, 2020. Upon agreement of the Contractor and the City, the contract may be extended for a single additional term be from April 11, 2020 through April 9, 2021.

1.4. Scope of Work and Services.

The Contractor awarded the contract, if any, will be expected to provide all supervision, labor, materials, equipment, fuel, de-icing chemicals, and all other items necessary to commence,

undertake and complete the removal of snow and to de-ice, if necessary, certain City-owned sidewalks on an “as requested” and “where-requested” basis in accordance with a contract executed by the City and the successful Contractor.

The selected Contractor, if any, will be expected to provide snow removal from and/or de-ice certain sidewalks specifically identified by the City, all of which will be located within the area designated on Exhibit A appended hereto. The Contractor will be expected to commence, undertake and complete the snow removal and, if necessary, de-icing of the City-specified sidewalks within twenty-four (24) hours immediately following the City’s request for such services in accordance with any specifications provided in this ITB. If conditions exist that require an extension of the deadline, the Contractor may request an extension. The City will have sole discretion to approve or deny based upon the best interests of the City and will document in writing any extension request and whether it was approved or denied.

When the City requests snow removal and/or de-icing services to be performed by the Contractor, the City will provide the Contractor with verbal notice of the address or addresses, as the case may be, where the City requests snow removal and/or de-icing to be performed by the Contractor along with the specific services requested.

1.5. City’s Contact Person.

Any communications, questions or notices of discrepancies regarding this ITB should be directed to:

Jason Arrasmith, Code Compliance Inspector I, City of Urbana, 400 S. Vine Street, Urbana, Illinois, 61801, (217) 384-2416, Email; jlarrasmith@urbanailinois.us.

All questions pertaining to this ITB must be received by the contact person identified above at least five (5) business days prior to the deadline for submission of bids.

If a Contractor finds discrepancies or omissions in this ITB that the Contractor believes is or are material to the Contractor’s preparation of its bid, the Contractor shall notify the above contact person in writing at least five (5) business days prior to the deadline for submission of the Contractor’s bid. If the City believes that a response to the Contractor’s notice is necessary for all interested Contractors to prepare their bids, the City will issue a written addendum that will be sent to the Contractor and all other interested Contractors. The City will not be responsible for any oral instructions or information. The submission of a bid by a Contractor shall constitute an admission by that Contractor that the Contractor fully understands this ITB and what is required of the Contractor when submitting the Contractor’s bid.

1.6. Meeting Specifications.

Any specifications included in this ITB that describe the work and services sought by the City shall be deemed minimal acceptable standards for the performance of such work and services. Bids submitted in response to this ITB must address the specifications and information requirements stated in this ITB. The City reserves the right to determine the acceptability or unacceptability of any and all bids.

1.7. Investigation by Contractors.

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications in this ITB. Interested Contractors are expected to fully inform themselves as to the conditions and requirements of the work and services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist because of a failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a bid means that the Contractor has become familiar with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

1.8. Format of Bid Submissions.

Bids shall include the following:

- a. A cover letter on the Contractor's letterhead that is signed by an officer or an employee of the Contractor who has authority to enter into binding and enforceable contracts.
- b. A fully completed Price Quote Sheet on the form included with this ITB.
- c. Such other information as requested in this ITB.

All items required to be submitted as part of the Contractor's bid must be legible. The City prefers that all items be completed by computer or typewriter. If handwritten, the information must be in black ink. Any changes made to the information prior to submission must be initialed by the officer or employee of the Contractor who has authority to enter into binding and enforceable contracts for the Contractor. The City will not be responsible for bid submissions or Price Quotation Sheets that are illegible or unintelligible. All forms requiring signatures must be properly signed in ink in the proper spaces

1.9. Bid Delivery.

Sealed bids shall be delivered to the City's Community Development Services Department office located at 400 S. Vine Street, Urbana, IL 61801 by no later than 11 a.m. on December 6, 2019. Sealed envelopes must be clearly labeled "Bid for Snow and Ice Abatement Service" with the Contractor's name and address. If sent by mail or courier service, the sealed

envelope containing the bid must be enclosed in another envelope addressed to the City at the location stated in this paragraph. Bids submitted by facsimile or electronic mail (e-mail) will not be considered.

Bids arriving after the above specified date and time, whether sent by mail, courier, or personally delivered, will not be considered. These bids will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed bids that are delivered after the above-stated time and date but which are postmarked prior to the above-stated time and date will not be considered. Bids submitted by facsimile ("fax") or electronic mail (e-mail) will not be considered even if transmitted prior to the above-stated time and date.

1.10. Withdrawal of Bids.

A bid may be withdrawn upon the written request of the submitting Contractor if the written request is received by the City's Community Development Services Department one-day prior to the time and date when bids are scheduled to be opened. If not withdrawn one-day prior to the time and date when bids are scheduled to be opened, the bid will be binding on the Contractor for a period of thirty (30) days from the date and time of the opening of the bids.

1.11. Non-Acceptance of Bids.

No bid will be considered from a Contractor if that Contractor is in any way indebted to the City for any fine, fee, tax, reimbursement, or other obligation due and owing to the City or if that Contractor is in default on any agreement with the City.

1.12. Bid Opening Procedure.

The opening of all bids shall commence immediately after the stated due date and time specified above. Bids will be opened at the City's Community Development Services Department office at 400 S. Vine Street, Urbana, Illinois. Upon opening of bids, the names of all Contractors and their bid prices shall be read publicly. Interested Contractors and the public may attend the bid opening. The City shall then take all bids under review. The City will render a decision whether to award a contract, reject all bids, or negotiate terms with a viable Contractor within fifteen (15) working days after the opening of bids and, thereafter, notify the Contractors who submitted bids of the City's decision.

1.13. City's Due Diligence on Contractors.

The City shall not be bound to award a contract or the terms of any bid submitted unless and until the City and a Contractor enter into a written, binding and enforceable contract. The City reserves the right undertake due diligence regarding any one or more Contractors to determine whether such Contractor(s) is/are financially and operationally capable of undertaking the work

and services provided in this ITB in a manner acceptable to the City. As part of its decision-making process, the City may request one or more Contractors to provide evidence that it or they have the wherewithal to commence, perform and complete the work and services described in this ITB. Failure on the part of a Contractor to provide the information requested shall be grounds to reject that Contractor's bid. The City shall have the sole authority to determine whether a Contractor is qualified to undertake the work and services described in this ITB.

1.14. Prevailing Wages.

Compliance with the Prevailing Wage Act (820 ILCS 13/0.01 *et seq.*) shall not be required since the work and services sought by this ITB do not constitute a "public work" as defined in the said Act.

1.15. Cost of Submitting Bid.

Each Contractor shall be responsible for all costs and expenses in preparing and submitting its bid in response to this ITB.

1.16. Lawfulness of Bid Submissions.

By submitting a bid, the Contractor represents and warrants that the Contractor has not engaged in any unlawful bid rigging, price fixing or market allocation with any other Contractor. Further, each Contractor represents and warrants that the Contractor has not undertaken and will not undertake any effort to induce, bribe or coerce any City elected or appointed official, employee, agent, or representative to influence his, her or their decision to accept the Contractor's bid.

1.17. Invoicing by and Payments to Contractor.

In the event that a contract is awarded, the selected Contractor shall be required to provide a separate written invoice for each address at which the Contractor provided services. This requirement will allow the City to seek reimbursement from the property owner that is cited for violating the City's Sidewalk Snow and Ice Ordinance. Each invoice shall, at a minimum, include the following information: (i) address at which snow removal and/or de-icing occurred; (ii) the date on which the work and services were performed; (iii) the amount of time, rounded up to the nearest one-quarter (1/4) hour, spent in undertaking the work and services; (iv) the amount of de-icing chemical, if any, rounded up to the nearest one-half (1/2) pound, applied to the sidewalk; and (v) the cost charged for the snow removal from and application of de-icing chemical to the particular sidewalk.

All invoices must be directed to the City's Director of Community Development Services Department at 400 S. Vine Street, Urbana, IL 61801 within thirty (30) days immediately following the performance of any work and services at an address requested by the City.

The City will pay all properly submitted invoice by the Contractor within thirty (30) days of receipt by the said Director.

1.18. Subcontractors.

If a contract is awarded and the Contractor intends to use any subcontractors to perform any part of the work or services covered by such contract, the Contractor must provide the City with the name of each such subcontractor and its contact information. The City shall have the right to approve or disapprove of any subcontractor the Contractor proposes using to perform the work and services provided for in the contract. Any subcontractor approved by the City will be obligated to comply with all terms of the contract entered into by the Contractor and the City. Use of one or more subcontractors by the Contractor will not relieve the Contractor of any obligation or responsibility provided for in the contract.

1.19. Insurance.

If a contract is awarded, the Contractor shall be required, prior to execution of the contract, to provide evidence that insurance coverage in the below-stated coverage amounts is in full force and effect and that each insurance policy is written to cover the full duration of the initial term of the contract. If the contract is extended, the Contractor will be required to provide evidence of such in-force insurance coverage.

Type of Insurance	Contract Amount	Coverage Required
Commercial GL and Umbrella Insurance (construction and demolition projects, and other projects with significant risk)	<\$100,000	\$500,000 per occurrence and \$1,000,000 aggregate
Auto Liability Insurance (any contract that requires operation of a motor vehicle)	All	At least \$500,000 per accident, covering any owned, hired, or non-owned auto
Workers' Compensation Insurance (construction, demolition, and other work where employees are at significant risk)	All	At least \$500,000 each accident for bodily injury and \$500,000 each employee for bodily injury by disease.
All policies should be written by companies qualified to do business in the State of Illinois and rated A-VIII or better in		

the current A. M. Best rating guide.		
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Prior to the commencement of any work or services, the selected Contractor will be required to provide the City with one or more Certificates of Insurance evidencing the above-stated coverages. Each Certificate of Insurance must name the City and its elected and appointed officials, employees, agents, and representatives as additional insureds.

All insurance policies must remain in full force and effect during the term of the contract, if any, and any extension thereof. In the event that the Contractor receives notice of a pending lapse or cancellation of any such insurance policy, the Contractor, at its sole expense, shall replace that policy or those policies in order to prevent a gap in insurance coverage.

If the Contractor expects to use one or more subcontractors to perform any of the work or services contemplated in this ITB, the Contractor shall require each such subcontractor to have the same type of insurance and in the same coverage limits as provided above throughout the duration when the subcontractor may be called upon to undertake work or services contemplated in this ITB.

1.20. Compliance with Applicable Laws.

If a contract is awarded, the Contractor shall be required to be and remain in compliance during the term of the contract and any extension thereof with all applicable federal and state laws, rules and regulations and all applicable City ordinances.

1.21. Licenses, Permits, Certificates, and Taxes.

If a contract is awarded, the Contractor, prior to commencing any work or services, will be expected to obtain, at its cost, any and all licenses, permits and/or certificates necessary or required in order to commence, perform and complete the work and services required by the contract. In the event that any taxes will be required to be paid as a result of the contract, the Contractor shall be solely responsible for the payment of any and all such taxes. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax-exempt number will be furnished upon request of the Contractor.

1.22. Indemnity, Hold-Harmless, Duty to Defend the City.

If a contract is awarded, the contract will require the Contractor to indemnify, defend, save, and hold harmless the City and its elected and appointed officers, employees, agents and representatives from and against any and all claims, causes, actions, judgments, decrees, liabilities, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings including workers' compensation claims, of any kind or nature and whether in law, equity or administratively,

whatsoever, including reasonable attorney's fees and the costs of defense, that the City or any of its elected or appointed officials, employees, agents, or representatives may suffer, incur, sustain, or become liable for, on account of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the Contractor or any of its directors, officers, managers, employees, agents, or representatives, as the case may, in the performance of the Work provided for in this Agreement. The Contractor's indemnification, hold-harmless or duty to defend specified in this Section shall in no way be construed as limited to the coverage amounts provided in Section 2.7 of this Agreement concerning insurance coverages. Notwithstanding the immediate foregoing, the Contractors shall not be responsible for any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents or representatives.

1.23. Dispute Resolution.

If a contract is awarded, the contract will include terms and conditions regarding default on any obligation or responsibility of the City and the Contractor as well as means for resolving such contract default.

1.24. Required Notices.

If a contract is awarded, the contract will include terms and conditions regarding how the City and the Contractor will give any notices required to be given by the said contract and to whom such notices will be given.

1.25. Holiday and Weekend Work.

If a contract is awarded, the Contractor will not be called upon to perform any work or services on any of the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day, and Christmas Day. If the City requests the performance of service one (1) day prior to any of the aforesaid holidays, the Contractor will be required to commence, perform and complete the work and services the day following the holiday. If sidewalk snow removal and/or de-icing commences on a Friday but is not completed on that day, the Contractor will be allowed to complete the work the immediately following Monday. However, the Contractor may, in its sole discretion, undertake the work and services requested by the City on weekends. All work and services requested will be commenced, undertaken and completed within the hours specified in Section 2.2 of this ITB.

1.26. Safety and Protection of Work Site.

If a contract is awarded, the Contractor will be required take reasonable precautions to protect the site where work and services will be performed which may include signs and/or barriers to protect the safety of pedestrians using the sidewalk in and about where such work and services are being performed. Further, the Contractor will be required to keep the work site clean and

orderly during the course of the work. The Contractor will not be allowed to blow, sweep, or otherwise move snow or other materials into streets or in or about storm sewers.

1.27. Notice of and Repair of Property Damage; Accidents.

If a contract is awarded, the Contractor will be required to promptly, and without charge to the City or any property owner, repair, restore or replace any property that is damaged by the Contractor's work or services. Such repair, restoration or replacement, as the case may require, shall be at the Contractor's expense and to a condition equal to or greater than that existing before the act causing the damage occurred. All such repair, restoration or replacement work must be undertaken and completed in a timely manner and be satisfactory to the City.

Upon the commission of an act that causes any damage to property or injury to any individual, the Contractor shall promptly notify the City of such damage and/or injury. The notice shall provide the address where the damage and/or injury occurred and a description of the damage and/or injury that occurred. In the case of any damage to property, the Contractor shall commence, undertake and complete any and all repairs, restoration and/or replacement, as the case may be, of the damaged property within forty-eight (48) hours after the occurrence of such damage. If the Contractor will be unable to complete such repair, restoration or replacement within the forty-eight (48) time period, the Contractor will be required to promptly advise the City and provide the City with a date by which such repair, restoration and/or replacement will be completed. Regardless of the foregoing, if the Contractor will not be able to complete any required repair, restoration and/or replacement within forty-eight (48) hours after the damage occurred, the City will have the right, using the services of a third-person or its own staff, equipment and materials, to undertake the repair, restoration, and/or replacement and seek reimbursement from the Contractor for the costs and/or value of such work which reimbursement may include withholding any payment due or which will in the future be due and owing by the City to the Contractor.

If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City will have the right to cause such repair, restoration and/or replacement to be made without notice to Contractor and charge all costs related thereto to the Contractor.

The Contractor's obligations will exist without regard to the availability or unavailability of any insurance or indemnity by the Contractor.

1.28. Risk of Loss.

If a contract is awarded, the Contractor will be required to bear all risks of loss in the event that any of Contractor's equipment or supplies are damaged while performing the work and services specified in the contract. The Contractor will have no claim whatsoever against the City for any loss or damage to the Contractor's equipment or supplies.

The Contractor recognizes that the contract will specify that all work and services performed or to be performed by the Contractor will be on an “as-requested” and “where requested” basis and that the Contractor’s performance of work and services under the contract will depend on weather conditions and whether any property owner chooses to violate the City’s snow and ice removal ordinance.

2. SPECIFICATIONS.

2.1. Location and Types of Work and Services.

All work and services will be commenced, undertaken and completed on City-owned sidewalks that are immediate adjacent to privately-owned property within the boundaries identified on Exhibit A appended to this ITB and at the express verbal request of the City.

City staff will accompany the Contractor to each location where the City requests the Contractor to perform work and services. The City staff person and the Contractor will determine specifically where and what work and services will be performed – e.g., snow removal only, placement of de-icing chemical only, or both.

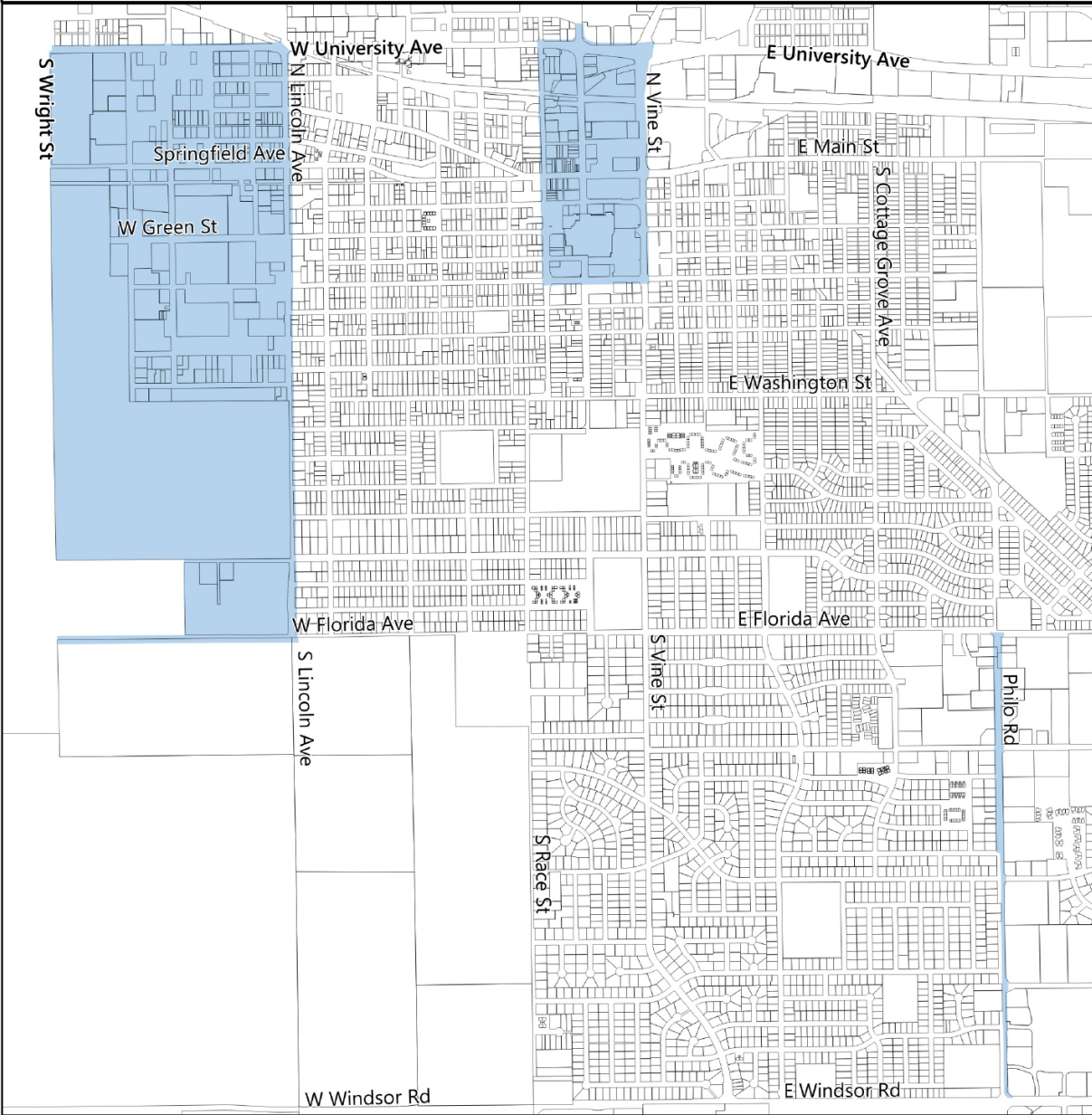
2.2 Operating Hours.

The contract, if awarded, the Contractor will commence, undertake and complete the specific work and services requested by the City within 24 hours of when such work and services were requested, above-stated holidays, Saturdays and Sundays excepted.

The Contractor will not be permitted to operate snow blowers or other construction and maintenance equipment between the hours of 8:00 p.m. through 7:00 a.m., Monday through Saturday; between 8:00 p.m. Saturday through 12:00 noon on Sunday; and between 8:00 p.m. Sunday through 7:00 a.m. on Monday, where such construction equipment is operated within six hundred (600) feet of any single-family or multiple family residence, hospital, or place of worship unless the use of such equipment or tools is necessary to address an emergency which, if left unaddressed, would cause or create harm, danger, or serious inconvenience to any person or property.

EXHIBIT A – LOCATIONS WHERE WORK AND SERVICES MAY BE REQUESTED

Snow Removal Boundaries



Community Development Services Department

Legend

■ Snow Removal Area



EXHIBIT – B PRICING WORKSHEET

City of Urbana

Pricing Worksheet for Snow and Ice Abatement ITB #1920-16

Company Name: _____ Phone Number: _____

Contact Person: _____ Address: _____

Signature: _____ City, State, Zip: _____

Date: _____

Price Per Quarter (1/4) Hour	\$
Price per ½ pound of Salt	\$