



## INVITATION TO BID

### 2022-2023 SNOW REMOVAL - MUNICIPAL SIDEWALKS BID NO.: 22-001

Name of Bidding Firm:

Address:

Phone:

Email:

**Bid Opening Time and Date: December 27<sup>th</sup>, 2022, 10:00 a.m.**  
**@ (Oregon City Hall: 115 N. 3<sup>rd</sup> Street, Oregon, IL 61061)**

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Illinois Preference Act	NO
Bid Deposit/Bid Bond	NO
Prevailing Wage	NO
Performance Bond	NO
Apprenticeship	NO
IDOT Prequalified	NO

#### MARK THE RETURNED SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

#### RETURN BIDS TO:

City Hall  
115 N. 3<sup>rd</sup> Street  
Oregon, IL 61061  
Attn: Darin DeHaan, City Administrator

# Section 1

## Bid Instructions and Contract Conditions

## **CITY OF OREGON, ILLINOIS – BIDDING AND CONTRACT GENERAL CONDITIONS (LOCAL FUNDS)**

The following shall be made part of the terms and conditions of the contract (“Contract”) entered into between the City of Oregon (City) and the Vendor (also referred to herein as “bidder,” “awarded vendor,” and “contractor”) if awarded the contract. Vendor’s submission of a bid or proposal constitutes acceptance of these Conditions:

1. **Pricing.** The bidder shall insert the price for all bid items and all-other information requested in these specifications. The price shall be full, delivered cost to the City of Oregon with no additions per snow event.
2. **Total versus “Per Item” Award.** The City generally awards contracts on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. **Prompt Payment Act.** The City of Oregon intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.) The awarded vendor will be paid upon submission of invoices to: City of Oregon City Clerk, 115 North 3<sup>rd</sup> Street, Oregon, IL 61061.
4. **W-9 Request for Taxpayer Identification Number.** The successful bidder will be required to supply the City of Oregon with a federal W-9 Request for Taxpayer Identification number and Certification. Failure to comply with this requirement will be considered a violation of contract terms.
5. **Legal Compliance.** Vendor will at all times observe and comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Lack of knowledge of applicable law on the part of Vendor will in no way cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations, it reserves the right to reject any bid, cancel any contract, and pursue any legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor’s bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor

becomes aware of such information, it must immediately disclose it to the City.

6. **Legal Requirements.** This contract sets forth the entire final agreement between the City of Oregon and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Ogle County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
7. **Safety.** Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
8. **Control of the Work.** With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
9. **Taxes.** No charge will be allowed for taxes from which the City of Oregon, Illinois is exempt. The City of Oregon, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.
10. **Withdrawal of Bids.** Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.
11. **Subcontracting.** The bidder shall not subcontract.
12. **Termination of Contract.** The City of Oregon reserves the right to terminate the contract

in its entirety or in portions, upon written notice to Vendor for convenience, if the Oregon City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

13. **Late Bids and Proposals.** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.
14. **Equal Employment Opportunity.** Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances .
15. **Bid Protest.** Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.
16. **Disputes.** In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City Administrator shall be final and binding to all parties. The City Administrator has the right to waive technicalities as they see fit. The City Administrator may request a written recommendation from the head of the department using the equipment or service being procured.
17. **Exceptions.** Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
18. **Acceptance/Rejection of Bids.** The City of Oregon reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Oregon City Council not appropriating sufficient funds to purchase equipment or complete

the contract. The City may make awards in any manner deemed in the best interest of the City.

19. **Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, agents, and employees be required to indemnify the City for its own negligence.

20. **Acceptance or Rejection of Bids and Proposals.** The City of Oregon reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.
21. **Governing Law.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.
22. **Severability.** In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.



## Instruction to Bidders

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer-generated schedule of prices. All computer-generated schedule of prices must be correct and correspond to the latest schedule of prices issued by the City of Oregon or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the City of Oregon, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.
2. The City requires the improvements specified to be complete under the following guidelines:

Vendor shall remove and clear away, or cause to be removed and cleared away, snow from the public sidewalk after at least two (2) inches of snow has accumulated, and also accumulations of drifting snow, ice, sleet or freezing rain. Based on the time of the accumulation this snow must be removed before 9:00 a.m. and again at or before 5 :00 p.m. the day of the accumulation from the public sidewalks along the following described streets.

This requirement does not apply to Sundays and major holidays; and in the case of a major blizzard event, this requirement shall be relaxed.

When snow, ice, or freezing rain is required to be removed, it shall be removed from the full width of the sidewalk, along the entire length of the public sidewalk which is upon, fronts or abuts the property on each side.

In the event snow, ice, sleet, or freezing rain on a sidewalk has become so hard that it cannot be reasonable removed without damage to the sidewalk, or is otherwise largely impractical to remove, the person responsible for said removal shall cause enough sand or other abrasive material to be put on the sidewalk to make travel thereon reasonably safe and shall maintain the sidewalk in such condition.

### **Bidder Questions during Bidding.**

All questions regarding the bidder's preparation of this bid, shall be compiled in writing and e-mailed to Darin DeHaan ([ddehaan@cityoforegon.org](mailto:ddehaan@cityoforegon.org)) City of Oregon, City Administrator, at least 72 hours prior to bid time. Oral statements will not be binding to the City of Oregon or Vendor. Any questions deemed by City as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.



# **Section 2**

## **Required Forms**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
<small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exempt payee code (if any) _____
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Exemption from FATCA reporting code (if any) _____
<b>6</b> City, state, and ZIP code	Requestor's name and address (optional)
<b>7</b> List account number(s) here (optional)	<small>(Applies to accounts maintained outside the U.S.)</small>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Section 3**  
**Bid/RFP**  
**Specifications**

# SNOW REMOVAL – MUNICIPAL SIDEWALKS

## BID NO: 2022-01

### GENERAL SCOPE

General. The City of Oregon is seeking bids from qualified vendors to perform contract work which consists of all labor and equipment necessary to perform sidewalk snow removal and salting on City sidewalks adjacent to City owned properties. The following specifications describe the work to be completed, what is required of the successful vendor, and any other information needed for a vendor to submit a responsible bid.

Examination of Site. Vendors shall carefully examine the site for the project to eliminate misconceptions, verify dimensions, elevation, working conditions, equipment needed, transportation and storage facilities. Vendors shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract, nor will the vendor be entitled to any extra compensation for his/her failure to verify conditions at the site.

### STANDARDS AND REGULATIONS

License. Vendors shall secure all permits and licenses that may be required by federal, state or local laws. All costs for any and all permits and licenses shall be included in the bid, as no additional cost to the City will be allowed for such items at a later date.

Ordinances. Snow and ice removal is considered to be an emergency operation therefore vendors are exempt from the City of Oregon noise ordinance in the performance of these duties under the condition the vendor's equipment is in good working order and does not create noise levels in excess of the equipment manufacturer specifications for decibel levels.

### GENERAL REQUIREMENTS

Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of service described.

Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time constraints stipulated. The City of Oregon shall make the final determination as to the vendor's ability to provide the desired services (see "Appendix A" for personnel and equipment list to be submitted with bid).

Vendor Performance. The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner.

The designated City of Oregon representative will decide all questions that may arise as to the quality and acceptability of work performed under the contract. If, in the opinion of the Designated City of Oregon representative, performance is unsatisfactory, the City shall notify the vendor of the areas in which his or her performance is deficient. The vendor will have twelve (12) hours from the date of notification to correct any specific instances of unsatisfactory performance. Corrective measures required by the City of the vendor to meet performance standards shall be completed at no additional charge to the City. The City shall retain the right to remove specific site(s) from said contractor should a pattern of poor performance continue. It is understood that if, in the opinion of the Designated City of Oregon representative, it is apparent that the vendor is not able to meet the requirements of these specifications, then the designated City of Oregon representative, in conjunction with the City

Administrator, may reduce or terminate the contract with two (2) weeks written notice, whichever is in the best interest of the City of Oregon.

Every effort will be made to assist the vendor making a good faith effort to meet the obligations of the contract. However, nothing in this section shall undermine the City's ability to take action on poor performance or default of contract as described above.

It is the responsibility of the vendor to immediately notify the respective City Representative of any mechanical failures or any other circumstance that may delay or prevent the vendor from completing the work as scheduled.

Vendor Contact. The vendor agrees to provide the City with phone numbers at which the vendor can be reached at all times throughout the snow season and further agrees to return all calls and messages left by the City within one (1) hour. Failure to return a call will result in a reassessment and/or cancellation of that vendor's contract. The snow season shall be defined as all days from November 1<sup>st</sup> thru April 15<sup>th</sup> each year.

Basis of Award. The City will award this contract to the lowest responsive and responsible vendor that is able to meet the requirements and criteria set forth in this document. The City of Oregon may award the contract based online item categories, by group or as a whole, whichever best serves the interest of the City.

Equipment/Safety. The vendor shall remove equipment at the completion of the workday. The City of Oregon does not assume any responsibility, at any time, for the protection of or loss of equipment or supplies, either at the work site or elsewhere.

Term of Contract. Vendor shall provide sidewalk snow removal and salting services from date of award until October 1<sup>st</sup>, 2023. Upon mutual written consent, the City and the vendor may agree to extend the contract for four (4) additional one-year terms.

## **SPECIFIC REQUIREMENTS**

Scope of Work. The vendor shall provide snow removal and salting services on designated City sidewalks as established by the City representative or his designee.

Labor, Tools and Equipment. The vendor agrees to furnish all necessary labor, tools and equipment in connection with the snow removal and salting of the specified locations. Vendor shall provide a list of available staffing to be used in his operation.

Equipment. The preferred equipment for sidewalk snow removal would be a small tractor type vehicle equipped with a pivoting front blade and attached salt spreader. Equipment must be capable of navigating sidewalks as narrow in width as 48 inches. Equipment must also be capable of moving heavy windrows of snow on City bridges that have been deposited on sidewalks. The City may approve equipment outfitted with snow blowers if said equipment is capable of not depositing snow on previously plowed City Streets. Skid steer vehicles will not be considered for this purpose. Vendor must own or prove the ability to lease/rent all equipment required for snow removal and salting and have redundant equipment available in the event of mechanical failure

Supplies. The City may supply bag salt for de-icing application on its designated sidewalks. Upon notification of an upcoming event, the vendor may pick up a pre-determined lot of bag salt from the City Garage. A City representative shall be present to provide access and document quantities for both pick-ups and returns. Vendor is responsible for pick up and storage of bag salt (amount to be determined by City representative) and City purchased bag salt shall only be used for the purpose of completing the

scope of work as outlined in this contract. Any other use of City purchased bag salt shall be considered a violation of the terms of this contract and vendor shall be subject to immediate termination of same.

Scheduling. The vendor will be available to perform the work on demand as instructed by the City representative. The vendor shall be available at all times (days, nights, weekends and holidays) to perform the work between the dates of November 1 thru April 15 (snow season). The City also reserves the right to request additional snow removal cycles as in the case of storms that produce accumulation amounts in excess of two (2) inches, or request site specific snow removal on demand. The respective City representative shall be notified immediately upon completion of each snow removal cycle. All invoices shall be submitted to City representative within five (5) days of completing a snow removal cycle and must include a valid invoice number, the specific date of operation for which the invoice is presented, the group or Block of sites, and the correct date including start and completion time.

Basis for Payment. Invoices shall be submitted either by mail, email or in person to the City Clerk 115 North 3<sup>rd</sup> Street or via email at [chilton@cityoforegon.org](mailto:chilton@cityoforegon.org) within five (5) days subsequent to each snow operation. All invoices shall include invoice #, date(s) of operation and the unit cost for each group of sites. Invoices received after May 31<sup>st</sup> of each calendar year will not be honored.

#### Bid Form.

The bid form consists of the following categories:

- Salting Only
- Plowing and Salting

The vendor's name and contact information are also requested on the last page. Bids received that are not signed will not be read and will not be considered.

Liquidated Damages. The vendor is responsible for snow removal at each site as outlined in this proposal. If the vendor fails to effectively provide acceptable snow removal at any site according to the terms of this contract and based on the observance of the designated City of Oregon representative, the City will notify the vendor of default. In the event of default, the City will either use City staff or a third party to complete clean-up and any *additional cost to the City shall be deducted from subsequent payment(s) owed the vendor.*

### **DETAILED SPECIFICATIONS**

#### **Sidewalk Snow Removal**

Response Time. After 2" of snowfall snow shall be removed and cleared away from the designated sidewalks, and also accumulated or drifting snow, ice, sleet or freezing rain. Based on the time of accumulation the snow must be removed before 9:00 a.m. and again at or before 5:00 p.m. the day of the accumulation or as needed.

Plowing Snow. Plow all snow away from buildings and place in a windrow behind the back of the curb line. Snow shall never be plowed into the driving or parking lanes of any street.

Salting. Once plowed, salt shall be applied to each sidewalk at the application rate specified by the City representative. Spills or over-application of salt shall be cleaned up immediately.

Utilities and Trees. Care shall be taken so as to not damage signs, streetlights, traffic signals, trees, fire hydrants, raised planters or any other structure on City sidewalks. Traffic signal control boxes and fire hydrants shall be kept clear of snow piles at all times in order to allow access to these assets by emergency personnel (Fire, Water or Street Departments).

Inaccessible Areas. All areas not accessible to equipment shall be hand shoveled and salted.

Frequency. The City representative shall determine the need and timing for additional plowing and salting services.

Damages. The vendor shall immediately report any injury or damage to person or property to the City representative. The vendor shall be financially responsible for any negligent practices which cause injury to pedestrians and/or damage to buildings, vehicles, trees, utilities or any other structure whether public or private property on designated City sidewalks. Failure to comply with this article will result in the immediate termination of this contract. Further legal action by the City would also be brought against the vendor for reimbursement for the repair or replacement costs incurred due to damage caused by the vendor.

Award. The City intends for the award to be made by groups of locations ("Groups"), however the City may award contracts at its discretion, in the manner deemed most advantageous for the City.

Locations. Locations are listed by group on the Bid Form, hereto attached.

**Bid Costs must be calculated for each daily snow event.**

Site #	Location	Address	Route	Feet Approximate	*Cost Salt Only	*Cost Plowing & Salting
1	Coliseum	124 North 4th Street	Sidewalks along 4th Street, Franklin Street, and N 5th Street as well as the sidewalk leading to the Front door of the Coliseum.	980	\$____.____	\$____.____
	Drive Up	418 West Washington Street	Along North 5th Street, Along Washington Street, Sidewalk to the building.	225	\$____.____	\$____.____
	Walkway	5th Street Municipal Lot	Walkway off of 5th Street Lot.	50	\$____.____	\$____.____

Site #	Location	Address	Route	Feet Approximate	Cost	Cost
2	3rd Street Municipal Lot + Walkway	100 Block South 3rd Street	Island Sidewalks + Walkway	350	\$____.____	\$____.____

Site #	Location	Address	Route	Feet Approximate	Cost	Cost
3	City Hall	115 North 3rd Street	Island Sidewalks + Walkway	340	\$____.____	\$____.____

**\*Costs should be calculated for each daily snow event.**

Office Phone Number: (\_\_\_\_) \_\_\_\_\_ Cell Phone Number: (\_\_\_\_) \_\_\_\_\_

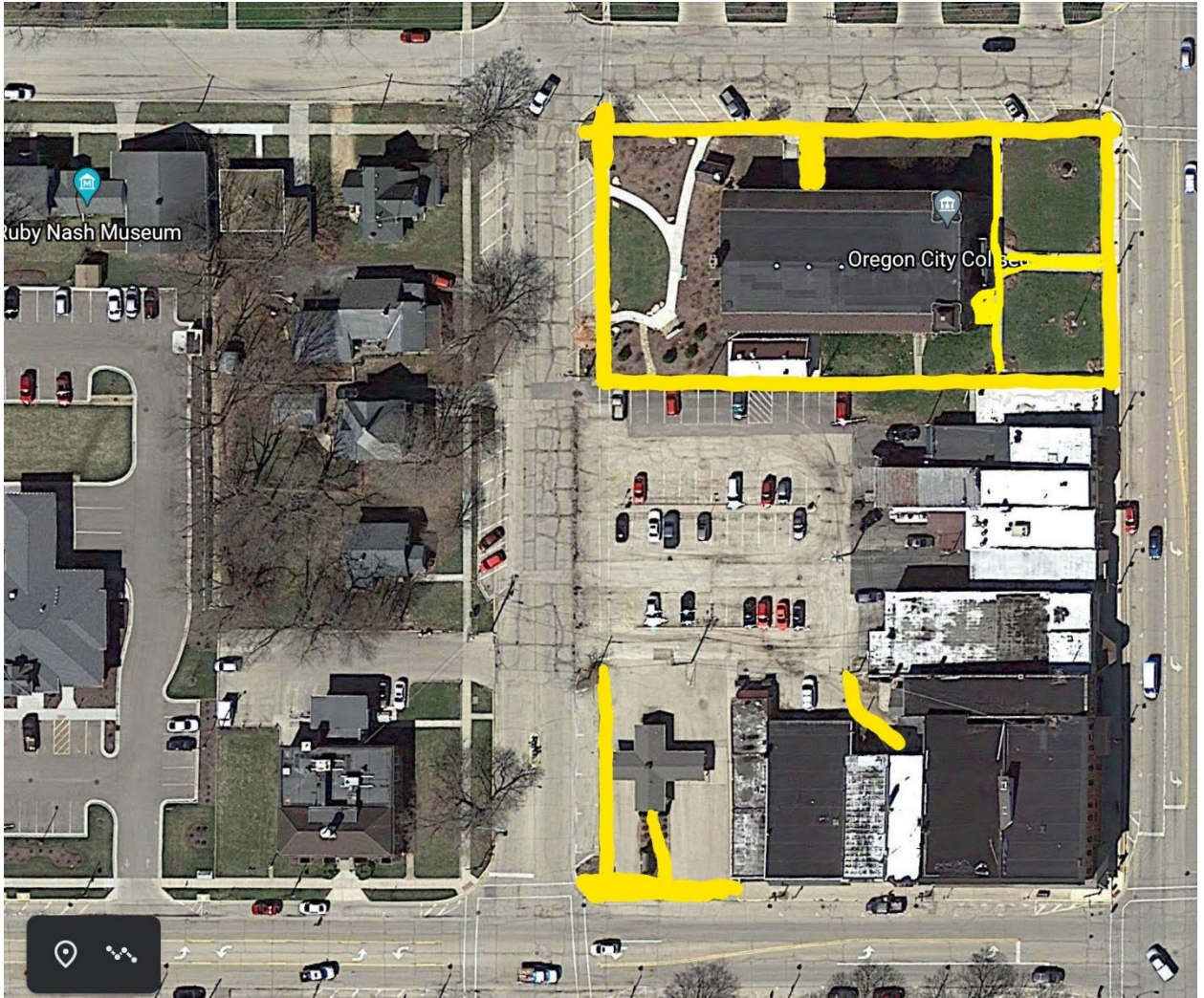
Email: \_\_\_\_\_

\_\_\_\_\_  
Person, Vendor, or Corporation Authorized Signature and Title

\_\_\_\_\_  
Date

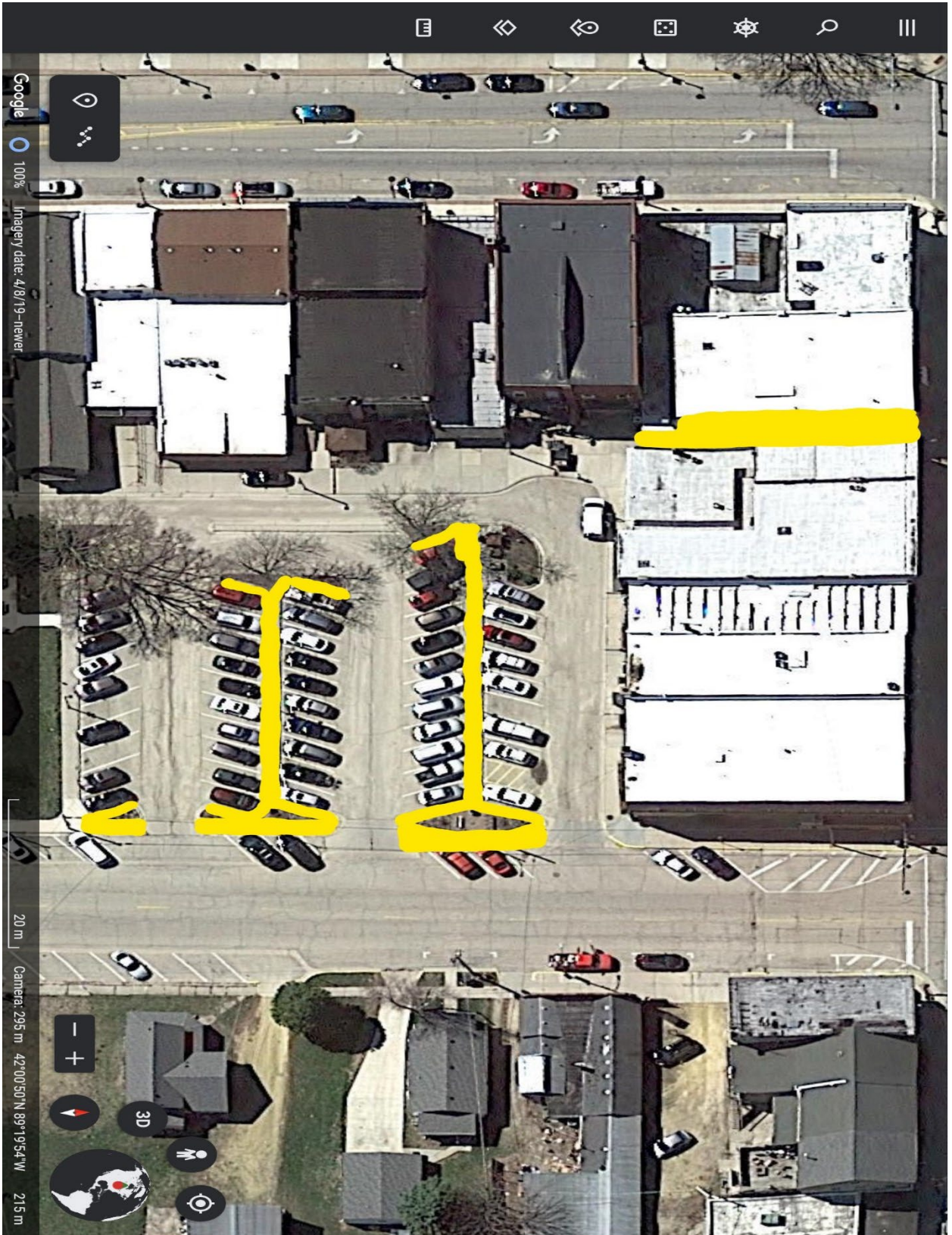


# SITE 1



# SITE 2

North 



# SITE 3

