INVITATION TO BID

AND

SPECIFICATIONS

FOR

Contractual Snow Removal Services

CITY OF ST. CHARLES

ILLINOIS

2019

SOLICITATION # 1061

BID OPENING: September 5, 2019

INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the Bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles Bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All Bids submitted are binding for sixty (60) calendar days following the date of the Bid opening**

B. All Bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One Bid per Bidder is allowed.

C. The award of Bids shall be made, after determination of the successful Bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful Bidder.

D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all Bids, and to accept the Bid, which is in the opinion of the City Council, the lowest conforming Bid from a responsible Bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.

E. All Bids must be Bid on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and Bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the Bid in aggregate or on individual items.

F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning Bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning Bidder to purchase items for the Bid project, tax free. It is the intent that the contractor will include the savings into the bid or Bid.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.

I. Each Bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.

J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.

K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED_____ **NOT REQUIRED**_____**X**_____

L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED_____ **NOT REQUIRED**_____**X**_____

2. **MATERIALS**:
Only new, unused, first quality material and/or equipment shall be offered by the Bidder.

3. **BID RESULTS:**
Bid results may be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the Bidder may supply a self-addressed, stamped envelope for obtaining Bid results. **NO** Bid results will be given by telephone.

4. **ADDENDUM**
Any interpretation of the specifications or other changes may be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the Bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**
A 10% Bid deposit (certified check, cashier's check, or bank draft) or Bid bond **is** required to accompany this Bid. Failure to do so will eliminate the Bid.

REQUIRED X **NOT REQUIRED**_____

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the Bid submitted **is** required within ten (10) calendar days of acceptance of the Bidder's proposal by the City.

The performance bond of the successful Bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The Bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of Bidders entering into

contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED_____ NOT REQUIRED____x____

7. **GENERAL GUARANTY**

The Bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the Bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the Bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his or her Bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The Bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the Bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The Bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In

case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.
Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED X **NOT REQUIRED**_____

For this specific project, the City of St. Charles is requiring a liability umbrella of $5,000,00 (aggregate for this project).

REQUIRED _____ **NOT REQUIRED** X

11. **CERTIFICATE OF COMPLIANCE**
All Bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**
All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful Bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in

each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

A. Such records are true and accurate;

B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

C. The Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

REQUIRED _____ **NOT REQUIRED** **X**

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful Bidder, within ten (10) business days after acceptance of the Bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the Bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the Bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the Bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the Bid opening, Bid deposits of all except the three lowest responsible Bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the Bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all Bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie Bid arise between local OR non-local Bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All Bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All Bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All Bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

All Bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the Bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the Bidder has supplied the City with the waiver of liens.
    1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
    2. When an application shows completion of an item, submit final or full waivers.
    3. The City reserves the right to designate which entries involved in the work must submit waivers.
    4. Waiver Delays: submit each application for payment with the Bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
    1. List of subcontractors.
    2. List of principal suppliers and fabricators.
    3. Schedule of values.

REQUIRED_____ **NOT REQUIRED**_____**X**_____

JH/mh

CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____(bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes**.**

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____(Bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____(Bidder) shall comply with all local, state and federal safety standards.

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____ (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

_____
Name of Contractor

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____(Bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

City of St. Charles
Certificate of Insurance Requirements

The Vendor/Contractor shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

Coverage		*Limits*
A. Automobile Liability	$1,000,000	Combined single limit
B. Commercial General Liability	$1,000,000	Per occurrence
	$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C. Workers' Compensation	$500,000	Per accident
(Employers' Liability)	$500,000	Disease limit
	$500,000	Each Disease
D Umbrella Liability	$5,000,000	LimitE. Cyber (If Applicable) $1,000,000 Limit
F. Professional Liability (If Applicable)	$1,000,000	Limit

2. Cancellation or Alteration

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City from their carrier.

4. Insurance Certificates

A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City), shall be named as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed. This coverage will apply on a primary and noncontributory basis."

6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.

SPECIFICATIONS/SPECIAL PROVISIONS
Snow & Ice Removal Services #1061

BID OPENING – Bids must be submitted to the St. Charles Municipal Center, located at 2 E. Main Street, St. Charles, IL 60174 by September 5, 2019 at 2:00 PM.

Intent

The City of St. Charles desires to enter into an agreement with multiple contractors to provide Snow & Ice Removal Services. The locations will be throughout the City of St. Charles within the City limits as designated on the attached Snow Route Maps. Contractors will be asked to provide snow and ice removal services on an **as needed basis** and as defined in this contract.

General Information / Description

The City of St. Charles is responsible for Snow & Ice removal throughout the City. The City intends to utilize the services of several contractors to help supplement the City's Snow Program. City staff has maintained a progressive Snow Removal Program for over twenty-five years and has always been focused on safe roads for our residents and visitors. Generally, the City will continue to maintain the majority of the arterial and secondary roadways throughout St. Charles, including plowing, salting, anti-icing applications for ice, sleet, light snow and heavy snow events.

Through this bid process, the City is seeking supplemental help from contractors to assist City staff as needed. Snow services available to contractors will not be limited; however, the current focus is for contractual Snow Removal to be performed within the City's 180 cul-de-sacs, downtown parking lots, downtown sidewalks, and the new Police Station located at 1515 W. Main Street.

Particular snow services that are currently available and offered will be noted on the Snow Route Maps ("Exhibit C"). **Contractors are to submit bids based on the potential of accepting more work as it may become available. In the location provided on the Base Bid/Fee Schedule From, each contractor shall identify the quantity of work they can perform based on their available resources. Also, contractors shall identify the quantity of work they would like to perform if additional services become available.**

Contractors are responsible for coming to work based on the parameters of work (winter event/storm) established by the City.

Scope of Work

The Contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles and transportation services required to perform and complete the Snow & Ice Removal Services from defined areas within the corporate limits of the City of St. Charles for the duration of the contract. Such services shall be performed within the corporate limits of St. Charles and any territory hereinafter annexed thereto, all in strict accordance with the parameters and scope of this document.

Work will generally consist of Snow & Ice Removal in various locations throughout the City of St. Charles. Works locations may include, but not be limited to, City facilities, downtown area, cul-de-sacs, public parking lots and parking decks, alleys, and sidewalks. Work locations are defined on the attached Snow Route Maps ("Exhibit C").

The Contractor shall bid on all services/tasks for each Bid Item.

Contractor is responsible for any and all damage to any properties, which are a result of Contractor's actions. Contractor shall repair or replace any and all property damaged due to Contractor's work to the satisfaction of the property owner.

All work shall be performed by experienced personnel directly employed by the Contractor.

The Contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract.

Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Contractor shall employ a sufficient number of staff to ensure performance of the work described.

Designated Contact

The Contractor shall designate one person to be the primary point of contact, available to receive callouts twenty-four (24) hours per day. The City will make every effort to give as much advanced warning of a call-out as practical.

Contract Period

The term of this contract will be for two (2) years with the option to extend the contract for up to two (2) additional years. Prices shall remain fixed for the initial two year bid. Each program year shall generally commence November 15th and conclude on March 15th of each year, depending on weather conditions. The City reserves the right to terminate any contract at any time with cause, or to cancel the contract without cause prior to October 1st of each calendar year.

Work to be done in response to the Invitation to Bid will be divided between multiple contractors and City of St. Charles staff. The work will be divided based on bid prices received and contractors ability to execute the work described herein.

Documentation

Contractor shall maintain a complete record of all services provided including, but not limited to, start and end times, driver information, salt utilization, vehicle information and special comments. Records shall be kept on a form provided by the City. Contractor shall keep forms available for review during monthly meetings and/or as required by City staff.

Submittals and Inspections

The City will conduct regular inspections of Contractor's work. The City may conduct monthly meetings with Contractor to evaluate Contractor's services. During such meetings, the Contractor's past billings may be reviewed for compliance with the contract.

Contractor shall provide the City with a report of any problems encountered and recommendations for resolution of problems outside the contract scope of services with the monthly progress billings.

Vehicles and Equipment

The Contractor shall furnish a complete list of vehicles and equipment to be used in servicing the contract as required by the City. The City reserves the right to require descriptive literature or specification sheets for each type of vehicle or equipment listed as it deems necessary to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate the equipment is suitable for the proposed services. The Contractor shall notify the City if there is any change in the number of vehicles or equipment being used.

All vehicles and equipment shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each working day. No vehicle or equipment shall be operated on a St. Charles street that leaks any fluids from the engine or working mechanism. In the event that any vehicle or equipment is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides. All vehicles and equipment must have a flashing amber light affixed to them while plowing for the City to ensure proper visibility.

Accident Prevention and Notification

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulation and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind that involve the general public and/or private or public property in St. Charles, the Contractor shall immediately notify the City. Upon request of St. Charles, the Contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

Damage

The Contractor shall take all necessary precaution for the protection of public and/or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage, including grass, mailboxes, etc. (reasonable wear-and-tear excepted) caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner or the City. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the contractor notice in writing, proceed to repair or replace such property as may

be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

Employees and Conduct

The Contractor shall undertake to perform all Snow & Ice Removal Services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees are deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written or verbal request by the City, the Contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for the Contractors' employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

Non-Performance of Service

If the Contractor fails to respond in accordance with the provisions of this specification for more than two (2) consecutive working days/call-outs, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's sole judgement, sufficient cause has been demonstrated, then the City shall serve notice either personally in writing stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice (or the next call-out). If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, the City shall take such steps as are necessary to remedy the situation. In such cases, the Contractor shall be liable for any costs incurred by the City to correct such default. Notwithstanding, the City shall further reserve the right to terminate this contract.

Prevailing Wage

Per the Illinois Department of Labor website, snow removal activities not associated with covered "Public Works" activities are not subject to the Illinois Prevailing Wage Act. As such, services rendered under this scope are not covered under the Prevailing Wage Act.

http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx

Minimum Requirements

All contractors MUST meet the following minimum requirements to be considered for work:

Contractors may be required to respond at any time at the direction of the Public Works Division Manager or designee, and remain until all awarded areas are cleaned to the standard of the City of St. Charles and the event is completed. The Public Works Division Managers will maintain sole call-out discretion based on the event.

1. Minimum of five (5) years of experience providing snow and ice removal on public or private roadways, not including parking lots. If less than five years' experience, previous experience with the City will be considered.

2. Provide adequate communications. All vehicles will need a cell phone with hands-free capabilities. The City may opt to have the Contractor(s) carry a 2-way radio with the Public Works frequency. If this option is exercised, the City will provide the Contractor(s) with a radio to carry. The radio must be returned by the end of the season.

3. Ability to respond to designated work area within one (1) hour of being called out.

4. Ability to provide necessary assigned equipment 24 hours per day, 7 days per week.

5. Ability to provide competent drivers/operators that are capable of efficiently operating the equipment assigned and are able to read City supplied maps.

6. Provide equipment that meets or exceeds the Department of Public Works equipment specifications. All equipment shall display the name of the contractor for identification purposes.

Snowplowing Specifications

The City of St. Charles prides itself on providing safe roadways to our residents during every type of snow event. The Public Works Department will expect the same level of service from our contractors. The City is seeking hourly rate unit costs for snow plowing of sidewalks, parking lots, and of cul-de-sac zones.

Cul-de-sac plowing shall be performed in appropriately sized equipment or a pickup truck.

All snowplowing operations MUST meet the following minimum specifications. All work is subject to approval from the Public Works Department based on these specifications.

1. Snowplowing shall commence within one (1) hour following notification by the City.

2. Cul-de-sac snowplowing shall be complete within four (4) hours following commencement of the work. Contractors are to provide enough equipment and the proper equipment to complete the tasks in a timely manner.

3. Plowing operations shall be continuous until the work is complete unless otherwise directed by the Public Works Division Manager.

4. Snow will be plowed from all roadways and/or parking lots as per agreed upon in the contract.

5. Plowing shall be from curb-to-curb and plowed to bare pavement.

6. No large or excessive windrows will be allowed across driveways in cul-de-sacs, such determination shall be made by the Public Works Division Manager.

7. Residential driveways shall be clear of all large snow and ice boulders or chunks, allowing cars to pass through. Acceptable conditions shall be made at the sole discretion of the Public Works Department.

8. Backing into residential driveways is prohibited.

9. Stacking snow shall be done only in designated areas identified on the Snow Maps.

10. Special snow handling equipment requiring special charges above and beyond the contractor's normal snow plowing rates shall be utilized only with the City's prior authorization. Tandem axle dump trucks (6 wheelers) and single axle dump trucks (3-tons) are prohibited in cul-de-sacs unless approved by the City.

11. Fire hydrants, shutoff valves, extruding curb points, curbs or similar obstacles may or may not be flagged by the City at the City's sole discretion. Such items not flagged by the City may be flagged by the Contractor at his discretion/expense. Any damage to such items shall be repaired or replaced by the City at the Contractor's expense.

12. Any damage to residential property or parkways, including, but not limited to fences, landscaping, mail boxes, driveway improvements, etc. shall be repaired by the Contractor at the Contractor's expense. Repairs or replacements shall be completed as soon as practical, but no later than May 1st of the same year.

13. Contractor is to notify Public Works Division Manager if snow piles in cul-de-sacs or parking lots are becoming too large and/or impeding on sidewalks, driveways, or parking stalls.

Salting Specifications

All salting operations MUST meet the following minimum specifications. All work is subject to approval from the Public Works Department based on these specifications.

1. Salting operations shall commence within one (1) hour following notification by the City.

2. Salting operations shall be complete within four (4) hours following commencement of the work. Contractors are to provide enough equipment and the proper equipment to complete the tasks in a timely manner.

3. The City shall provide rock salt for contractors use or the City may direct the Contractor to provide salt as needed based on the alternate unit price. Salt will be billed to the City on a per-ton basis. Proper documentation for salt amounts/use must be provided to the City. Contractor shall verify that they have had their salt distribution equipment calibrated to meet City's standards

4. Contractor shall be given access to the City's salt storage areas. The Contractor shall provide the City a detailed monthly inventory of the City's salt utilized. City staff will record salt inventory for each Snow Event. Contractors will be expected to assist utilizing City provided documentation sheets.

   The City will not provide an operator to load salt into Contractor equipment.

5. Contractor shall apply rock salt, salt/sand mix, or chemical at all collector roadways and intersections when plowing or salting as warranted and throughout the local area as directed by the City.

6. Contractor shall apply rock salt, salt/sand mix, and/or chemicals on all icy areas on roadways, driveways, entries, and exits with particular emphasis on intersections, but only as prioritized by the City.

7. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety.

Parking Lot & Sidewalk Snow Removal Specifications

All parking lot and sidewalk snow removal operations MUST meet the following minimum specifications. All work is subject to approval from the Public Works Department based on these specifications.

The City maintains 23 parking lots and adjacent sidewalks in its downtown business district. For the purposes of this bid, the lots may be divided among multiple contractors based on their location with respect to the Fox River, or service need. East Side lots and sidewalks shall be identified as those east of the river (lots A, B, J, K, N, P, S, U, and the Public Works Department, as well as the adjacent sidewalks and sidewalks on the Main Street Bridge, the Prairie Street Bridge, and the N. 2nd Avenue, N. 3rd Avenue, and N. 5th Avenue bridges). West Side lots and sidewalks shall be identified as those on the west side of the river (lots C, E, F, G, H, I, L, O, Q, R, T, V, X, and Y, as well as the adjacent sidewalks and the Pedestrian Bridge and the Illinois Street Bridge). The Police Compound and access roadways may be awarded independently due to the 24 hour public access needs of the facility.

1. Parking lot and sidewalk snow removal shall commence within one (1) hour following notification by the City.

2. Parking lot and sidewalk snow removal shall be complete within four (4) hours following commencement of the work. Contractors are to provide enough equipment and the proper equipment to complete tasks in a timely manner.

3. Parking lot and sidewalks shall be cleared from edge to edge and shoveled to bare pavement.

4. Contractor shall apply safety salt as supplied and when directed by the City.

5. Contractor shall be given access to the City's Public Works Garage area for pickup of City supplied materials and used for removing snow from sidewalks.

6. Snow shall be piled and plowed in areas designated by City staff.

7. Many of the City's downtown sidewalks and Plaza areas consist of brick pavers and/or set stone. Caution shall be taken at all times to ensure that no damage is caused to the surface. All powered equipment shall have rubber/poly protective covers over all steel that contacts surfaces. **No steel blades will be allowed on powered equipment for paver or concrete surface snow removal.**

REFERENCES

List below other organizations (users of similar size and structure to St. Charles preferred) for which these or other similar services have been provided:

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

BASE BID / FEE SCHEDULE
#1061

Bidders will be required to submit costs for Snow & Ice Removal based on the following Fee Schedule. Bidders will be compensated based on hourly rates for use of the specified equipment to perform the specified services. Bidders will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose bid and documentation best meets the requirements of this document. It is understood that the contractor will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, implements, equipment, materials, and supplies to complete the contracted work.

The bid shall include a detailed list of the equipment that the contractor will have available, including the following information for each piece of equipment:

1. The make and model of equipment
2. Age of equipment
3. Condition of equipment

All costs entered below shall be on an hourly rate for the 2019/2020 and 2020/2021 Snow Season. Contractors will be given an opportunity to submit an percentage increase for the 2021/2022 and 2022/2023 seasons.

Bidder Information

Company Name: _____ **Telephone: _____**
Address: _____ **Fax: _____**
City, State, Zip: _____ **Email: _____**
Contact Person: _____

List any and all deviations from minimum specifications:

_____
_____
_____
_____
_____
_____

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

CITY OF ST. CHARLES
SNOW & ICE REMOVAL EQUIPMENT RATES
2019/2020 SEASON #1061

EQUIPMENT	HOURLY RATE
Semi/Bomber	$
Tandem Axle Dump (6 wheeler)	$
Single Axle Dump (3-ton)	$
Dump Truck (1-ton)	$
4WD Utility Truck (4WD Pickup)	$
Articulated Front End Loader	$
Backhoe	$
Skidsteer	$
Sidewalk Snow Removal	$

Other (if applicable)	$
Other (if applicable)	$
Other (if applicable)	$
Other (if applicable)	$

ALTERNATE PRICING	
White bulk road salt (Est. 250 ton)	$
Percent (%) Increase for 2021/22 Snow Season	%
Percent (%) Increase for 2022/23 Snow Season	%

A. Please indicate which services you are able to perform as of November 2019:

- ☐ East Side Downtown Parking Lots & Sidewalks
- ☐ West Side Downtown Parking Lots & Sidewalks
- ☐ Police Department Compound (1515 W. Main Street)
- ☐ Contractor Maintained Alleys
- ☐ Main Snow Routes
    i. Number of Routes Capable of Covering:_____
    ii. Route Preference (if multiple, check all that apply):
        - ☐ Zone 1
        - ☐ Zone 2
        - ☐ Zone 3
        - ☐ Zone 4
        - ☐ Zone 5
        - ☐ Zone 6
        - ☐ Zone 7
        - ☐ Zone 8
        - ☐ Zone 9
        - ☐ Zone 10
        - ☐ Zone 11
        - ☐ Zone 12
        - ☐ Zone 13
- ☐ Cul-de-Sac Routes
    i. Number of Routes Capable of Covering:_____
    ii. Route Preference (if multiple, check all that apply)
        - ☐ Blue
        - ☐ Green
        - ☐ Purple
        - ☐ Brown
        - ☐ Yellow
        - ☐ Orange
        - ☐ Red
        - ☐ Emerald

The City will make every attempt to accommodate route preferences where practical; however, such accommodation cannot be guaranteed.