

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
NEGOTIATE AND EXECUTE A CONTRACT FOR SIDEWALK AND BIKE  
PATH SNOW PLOWING**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Rolling Meadows, Illinois that the City Manager is authorized to negotiate and execute a contract for sidewalk and bike path snow plowing between the City of Rolling Meadows and Snow Pushers, located at 3810 Industrial Avenue, Rolling Meadows.

The contract will be based on the original RFP published by the City as Attachment "A". A Draft Contract is included as Attachment "B"; this draft contract contains the following primary points, and will also include any other provisions recommended by the City Attorney and the Contractor (provided that they are agreed to):

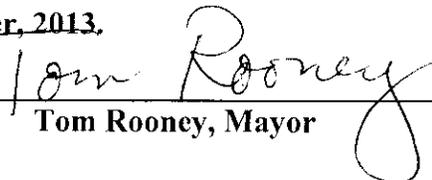
- The Contractor will receive compensation equal to the dollar amounts provided in the November 19, 2013, Committee of the Whole meeting packet.
- The agreement shall be in effect from January 2, 2014 until April 30, 2014, unless terminated earlier under the terms of this Agreement.
- The Contractor will maintain the necessary insurance for the duration of the contract.
- The Contract will not be able to be subcontract the contract unless approved by the City. If the Contractor fails to deliver the services specified in the contract, the City shall have the right to terminate this contract and to secure the services of another contractor or complete the work itself.

**YEAS:** Cannon, Prejna, Majikes, Judd, Banger, D'Astice, Larsen

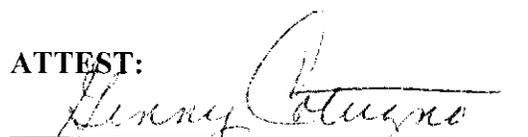
**NAYS:** 0

**ABSENT:** 0

Passed and approved this 3<sup>rd</sup> day of December, 2013.

  
\_\_\_\_\_  
Tom Rooney, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ginny Cotugno, Deputy City Clerk

The City of Rolling Meadows is requesting proposals from qualified contractors for the removal of snow from sidewalks and bike paths located within the City as identified on the enclosed map.

The entire route consists of thirty-three and a half miles (33.5 miles) of side walk and bike paths. There is a primary route which is 17.2 miles and a secondary route which consists of 16.3 miles.

The proposal shall show a lump sum cost for plowing all locations for one complete plowing for both the primary and secondary routes after a snow event with an accumulation of three inches to eight inches (3" to 8").

- In the event of snow accumulations over eight inches (8") but less than sixteen inches (16") the Contractor may submit a proposal for additional cost for one complete plowing.
- An additional cost proposal can also be included for plowing snow events of greater than sixteen inches (16").

Please see the attached pricing sheet for additional information on submitting prices for the proposed work.

Sidewalks and bike paths shall be cleared to a minimum of a four foot width (4') of snow.

When drifting occurs the City may require certain areas to be provided with additional plowing between and/or after City-wide plowing and shall be invoiced on a per hour basis.

The work to be done under this contract includes the furnishing of all supervision, labor, materials, tools, equipment, and incidentals of every kind and description necessary for the completion of the work in accordance with the specifications included herein. A general description of the work to be included in the base contract identified as follows:

1. The CONTRACTOR shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time.
2. The CONTRACTOR shall submit in writing the name, address, and telephone number of the person in his organization to whom instructions may be given on a 24 hour basis. One designated supervisor in the CONTRACTOR'S organization shall be available on the job site at all times during snowplow operations.

3. Whenever possible, snow should be pushed around the corner in order to keep sidewalks free of piled snow. Where possible, snow will not be plowed or piled onto sidewalks, landscape areas, or planting areas. Parking areas shall remain open and passable throughout the storm.
4. Snow removal shall not begin until the contractor is notified by the City to commence. Upon notification the Contractor must be able to begin work within a minimum of twelve (12) hours.
5. All primary walks and paths must be completed within twelve (12) hours of commencing work; all other walks and paths (i.e. secondary) must be completed within twenty-four (24) hours of commencing work.
6. The contractor shall make efforts to minimize blocking private driveways with accumulated snow when plowing. The awarded contractor may be required to clean snow from private driveways upon notice from the City, at no additional cost to the City or homeowners, in the event that existing snow is found to be deposited in private driveways.
7. Sidewalks and bike path intersections must be cleared on accumulated snow and any windrows in the street must be pushed back to the curb. When and if it becomes necessary to move and pile snow the contractor shall make an effort to avoid making large piles in residents' front yards.
8. Snow Clearance: The Contractor shall use their own equipment to plow, shovel, or otherwise remove snow from the designated walks and paths.
9. Length of the Agreement: Any Agreement entered into shall be in effect from November 1, 2013 until April 30, 2014, unless terminated earlier under the terms of this Agreement.
10. The City reserves the right to either begin the contract period sooner and or extend the contract longer, with no changes in the unit costs.
11. Final Inspection: The City shall make inspection of all work included in the contract, as soon as possible after the contractor notifies the City that they have completed the work. If the work is not acceptable at the time of the inspection, the City will inform the CONTRACTOR as the particular defects to be remedied before final acceptance and payment for services can be made.
12. Billing: The Contractor shall submit a monthly invoice to the City of Rolling Meadows, in care of the Public Works Department, 3900 Berdnick Street, Rolling Meadows, IL, 60008. The invoice shall list all

dates of service and the depth of accumulated snow, the routes completed, (i.e. primary, secondary or both) and any additional work completed.

13. The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall not commence work under this contract until they have obtained all insurance required herein and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work, on this contract, until all similar insurance required of the subcontractor has been obtained. The City of Rolling Meadows Insurance Provision is incorporated into this contract in full. See attached document for additional information.
14. Hold Harmless: The Contractor agrees to indemnify and hold the City and its officials harmless for any and all claims for damages that may result from work performed by the Contractor, its employees or agents under this Agreement. The Contractor agrees to reimburse the City for any and all legal expenses that may be associated with defending the City's position in any claim made.
15. Business Licenses: The contractor shall obtain at his own expense, a City of Rolling Meadows Business License. In addition, the contractor is specifically denied the right of using in any form or medium the name of the City for public advertising.
16. Assignment and Subcontracting: The contractor may not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract, or of their right, title or interest therein, or their power to execute such contract, in part or in whole, to any other person, firm or corporation, unless requested in writing, and only upon the written consent of the City of Rolling Meadows.

17. Other Conditions: A supervisor or company contact who is fluent in the English language and who can communicate with the cleaning crews must be available to City Staff
18. The contractor or their representatives or subcontractors are in no sense employees of the City, it being specifically agreed that in respect to the City, the contractor and any party employed by the contractor bears the relationship of an independent contractor.
19. Snowplowing contractors shall provide to the City the names, address and drivers licenses number of each individual employee providing snow plowing services on this contract. Snowplowing personnel will be subject to background checks prior to working on this contract.
20. Default and Termination: If the Contractor fails to deliver the services within the time specified in the agreement for any reason, excluding acts of God, strike and work stoppages, the City shall have the right to terminate this contract forthwith and to secure the furnishing of said services by contract or otherwise, charging against the Contractor any excess cost incurred by the City therefore, and to pursue any and all other remedies that the City may have by virtue of any of the provisions of this contract and any and all other remedies provided by law.
21. Alterations, Cancellations, Extensions and Deductions: The City of Rolling Meadows reserves the right to alter the program, add such work as may be necessary, and delete such work that might not be necessary to accomplish such changes that the City feels appropriate in order to develop a program that is within available funding capabilities.
22. Protection of Public and Private Property: All reasonable precautions shall be taken to protect public and private property, such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings, and other property from damage. If, in the decision of the Public Works Director, the Contractor has unnecessarily damaged or destroyed said property, it shall be repaired to the satisfaction of the Director, or replaced completely, all at the Contractor's expense.
23. Accident Reporting: All accidents occurring on the job which damage any vehicle, public or private property, or result in injuries to workers, or other persons, shall be promptly reported to the Public Works Office at (847) 963-0500, or if the switchboard is closed, to the Rolling Meadows Police Department at (847) 255-2416. Accidents involving utilities shall also be reported to them. This applies to all accidents, including, but not limited to traffic accidents, power and telephone facilities and damage to adjacent properties.

ALL PROPOSALS MUST INCLUDE THE FOLLOWING:

- A list of all equipment the Contractor will be using.
- A Completed proposal sheet for plowing cost.
- Three letters of reference (including the name and phone number(s) of contacts person(s).

All streets have sidewalks and or bike paths on one side of the street, however some streets require plowing on two sides of the street. The street locations which require plowing on two sides are listed below:

Primary –Streets with two sides to plow

- Barker Lane Salt Creek Bridge to Algonquin Road
- Birch Lane Linden Lane to Weber Drive
- Brookmeade Lane Central Road to Plumgrove Drive
- Campbell Street Cardinal Drive to Meadow Lane
- Central Road East Frontage Road to New Wilke Road
- Jay Lane Grouse Lane to Central Road
- Kirchoff Road Wilke Road to Plumgrove Road
- Linden Lane Central Road to Birch Lane
- Martin Lane Oriole Lane to Carl Sandburg Jr. High
- Martin Lane Pheasant Drive to Carl Sandburg Jr. High
- Meadow Drive Campbell Street to St Colette School
- Oriole Lane Kirchoff Road to Martin Lane
- Owl Drive Central Road to Bobwhite Lane
- Pheasant Drive Martin Lane to Grouse Lane

Secondary – Streets with two sides to plow

- Campbell Street Meadow Drive to Wilke Road
- Campbell Street Rohlwing Road to Cardinal Drive
- Rohlwing Road Fremont Street to Kirchoff Road

This Agreement is entered into by and between the City of Rolling Meadows, (hereinafter referred to as "City") an Illinois Municipal Corporation, 3600 Kirchoff Road, Rolling Meadows, Illinois 60008 and Snow Pushers, (hereinafter referred to as "Contractor"), whose offices are maintained at, 3810 Industrial Avenue, Rolling Meadows, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 for the provision of services as outlined below:

- I. Purpose of the Sidewalk Snow Removal Program: Under this program, the City has authorized the contractor to remove snow from City owned sidewalks and bike paths within the corporate limits City of Rolling Meadows, Illinois when there is a snowfall event of three inches (3") or greater in depth, or as determined by the City.
- II. Services to be Provided: The Contractor, in exchange for compensation received from the City, shall provide snow clearance from sidewalks and bike paths designated by the City in a workmanlike fashion. In the conduct of work, the Contractor agrees to use appropriate caution and procedures as to avoid damage to persons or property.
  - A. Protection of Public and Private Property: All reasonable precautions shall be taken to protect public and private property, such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If, in the decision of the Public Works Director, the Contractor has unnecessarily damaged or destroyed said property, it shall be repaired to the satisfaction of the Director (and/or homeowners), or replaced completely, all at the Contractor's expense.
  - B. Contractor assigned to plow residential driveways shall do so under the provision of City Resolution Number 12-R-\_\_\_. A copy of the Resolution is attached.
  - C. The Contractor shall be required to complete restoration services, to the satisfaction of the City for any damages to public or private properties caused in the execution of this contract. Final payment of any invoice may be withheld until restoration is completed.
- III. Snow Clearance: The Contractor shall use a plow, shovel, or snow blower to clear a path of a minimum of four feet (4') of snow from the designated sidewalks and bike paths.
  - A. Timeliness: The Contractor agrees that upon notification from the City the Contractor will begin work within a minimum of twelve (12) hours.
  - B. All primary walks and paths must be completed within twelve (12) hours of commencing work; all other walks and paths (i.e. secondary) must be completed within twenty-four (24) hours of commencing work.
  - C. Snow Storms Exceeding Eight Inches (8"): In the event of a snow event exceeding eight inches (8") as determined by the City the contractor shall, upon notice, conduct an additional plowing of all designated sidewalks and bike paths under the contract.

IV. Length of the Agreement: This Agreement shall be in effect from January 2, 2014 until April 30, 2014, unless terminated earlier under the terms of this Agreement.

A. The City reserves the right to either begin the contract period sooner and or extend the contract longer, with no changes in the unit costs.

V. Compensation: Under the terms of this Agreement, the City shall provide to the Contractor the following compensation:

A. Price per Event: The Contractor will be paid as follows:

- i. The Contractor will receive \$1,273 in compensation for one (1) complete plowing of all walks and paths for a three inch to eight inch snow fall (3" - 8").
- ii. The Contractor will receive \$1,910 in compensation for one (1) complete plowing of all walks and paths for an eight inch to sixteen inch snow fall (8" - 16").
- iii. The Contractor will receive an hourly rate of \$95.00 in compensation for plowing of all walks and paths for snow fall of over sixteen inches (16").
- iv. The Contractor will receive an hourly rate of \$95.00 in compensation for any additional sidewalk or bike path plowing services caused by blowing or drifting snow.
- v. In the event that the City request plowing services for a snow event of less than three inches (3") the Contractor will receive \$1,273 in compensation for one (1) complete plowing of all walks and paths.

B. Billing: The Contractor shall submit an invoice to the City following each snow event. The invoice shall list all dates of service. Invoices shall be submitted to the Rolling Meadows Public Works Department, 3900 Berdnick Street, Rolling Meadows, IL, 60008.

- i. Final Inspection: The City shall make inspection of all work included in the contract, as soon as possible after the contractor notifies the City that they have completed the work.
- ii. If the work is not acceptable at the time of the inspection, the City will inform the Contractor of the particular defects to be remedied by the Contractor before final acceptance and payment for services can be made.

VI. Liability/Workers Compensation Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall not commence work under this contract until they have obtained all insurance required herein and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work, on this contract, until all similar insurance required of the

subcontractor has been obtained. The City of Rolling Meadows Insurance Provisions is incorporated into this contract in full. See attached document for additional information.

- VII. Hold Harmless: The Contractor agrees to indemnify and hold the City and its officials harmless for any and all claims for damages that may result from work performed by the Contractor, its employees or agents under this Agreement. The Contractor agrees to reimburse the City for any and all legal expenses that may be associated with defending the City's position in any claim made.
- VIII. Business Licenses: The contractor shall obtain at his own expense, a City of Rolling Meadows Business License. In addition, the contractor is specifically denied the right of using in any form or medium the name of the City for public advertising.
- IX. Assignment and Subcontracting: The contractor may not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract, or of their right, title or interest therein, or their power to execute such contract, in part or in whole, to any other person, firm or corporation, without the written consent of the City of Rolling Meadows.
- X. Termination:
  - A. Default and Termination: If the Contractor fails to deliver the services within the time specified in the agreement for any reason, the City shall have the right to terminate this contract forthwith and to secure the furnishing of said services by contract or otherwise, charging against the Contractor any excess cost incurred by the City therefore, and to pursue any and all other remedies that the City may have by virtue of any of the provisions of this contract and any and all other remedies provided by law. Notice of termination shall be in writing and served at the offices of the Contractor.
  - B. The Contractor may terminate the contract upon fifteen (15) days written notice to the City.
- XI. Other Conditions:
  - A. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time.
  - B. The Contractor shall at all times maintain a sufficient amount of equipment to perform the work required and described herein.
    - i. The Contractor shall be responsible for all fuel, maintenance and repair and any and all cost for operating said equipment.
    - ii. The Contractor shall be responsible for all cost for transporting the equipment to and from the work site

- C. Whenever possible, snow should be pushed around the corner in order to keep sidewalks free of piled snow. Where possible, snow will not be plowed or piled onto sidewalks, landscape areas, or planting areas.
- D. The contractor shall make efforts to minimize blocking private driveways with accumulated snow when plowing. The contractor may be required to clean snow from private driveways upon notice from the City, at no additional cost to the City or homeowners, in the event that existing snow is found to be deposited in private driveways.
- E. Sidewalks and bike path intersections must be cleared on accumulated snow and any windrows in the street must be pushed back to the curb. When and if it becomes necessary to move and pile snow the contractor shall make an effort to avoid making large piles in residents' front yards.
- F. Contractor shall be responsible for removing fresh fallen snow only.
- G. The Contractor will not be responsible for removing accumulations of ice, frozen snow or hard packed snow that can not be removed without simple plowing activities.
- H. This contract does not call for the contractor to provide, spread or apply any form of deicing material.
- I. Upon the completion of plowing each area the Contractor will not be held responsible for slippery and/or icy conditions that may exist in the reasonable performance of plowing duties, however if the contractor leaves an accumulation of snow in any area where it is normal and customary for pedestrians to walk or for a vehicle to normally drive the Contractor will be liable for their actions if an accident occurs as a result of the snow accumulation.
- J. The contractor or their representatives or subcontractors are not employees of the City, it being specifically agreed that in respect to the City, the contractor and any party employed by the contractor bears the relationship of an independent contractor.
- K. Snowplowing contractors shall provide to the City the names, address and drivers licenses number of each individual employee providing snow plowing services on this contract. Snowplowing personnel will be subject to background checks prior to working on this contract.
- L. Alterations, Cancellations, Extensions and Deductions: The City of Rolling Meadows reserves the right to alter the program, add such work as may be necessary, and delete such work that might not be necessary to accomplish such changes that the City feels appropriate in order to develop a program that is within available funding capabilities.

Attachment "B"  
Draft Sidewalk Plowing Contract

- M. Protection of Public and Private Property: All reasonable precautions shall be taken to protect public and private property, such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings, and other property from damage. If, in the decision of the Public Works Director, the Contractor has unnecessarily damaged or destroyed said property, it shall be repaired to the satisfaction of the Director, or replaced completely, all at the Contractor's expense.
- N. Accident Reporting: All accidents occurring on the job which damage any vehicle, public or private property, or result in injuries to workers, or other persons, shall be promptly reported to the Public Works Office at (847) 963-0500, or if the switchboard is closed, to the Rolling Meadows Police Department at (847) 255-2416. Accidents involving utilities shall also be reported to them. This applies to all accidents, including, but not limited to traffic accidents, power and telephone facilities and damage to adjacent properties.
- O. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members, or being under the influence of same while on duty or in the course of performing their duties under this contract.
- P. No portion of this contract may be subcontracted out, with out the expressed written consent of the City.

IN WITNESS HEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

City of Rolling Meadows	Snow Pushers
	Snow Plowing Contractor Firm
Signed By:	Signed By:
Barry Krumstok, City Manager	Print Name:
Witness:	Witness:
Date:	Date:
Contractor Business Telephone	
Name of 24-hour Contact Person	
24-hour Telephone Number	