

**Notice to bidders**  
**for maintenance bids for properties**  
**owned by the City of Oelwein, Iowa, and sidewalk snow abatement**

**Receiving of bids:**

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at her office in the City Hall of the said City on the 4<sup>th</sup> day of May 2022, until 11:00am local time, for the maintenance of City owned properties. A complete current list of properties is available at City Hall by the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662.

**Opening of bids:**

All proposals will be opened in an open meeting to be held in the Council Chambers in the City Hall in the City of Oelwein, Iowa, on the 4<sup>th</sup> day of May at 11:00am local time, and the proposals will be acted upon at such later time and place as may then be fixed.

**Scope of work:**

- The City currently owns 46 lots within City limits to be maintained and mowed a minimum of every other week. The number of properties can fluctuate, Community Development will provide update property list as needed. The contractor will be able to negotiate for extra or less lots than the original set amount.
- Respond within 24 hours to abatement of snow on private sidewalks that are in violation of City code.
- The Contractor will provide proof of insurance to the city before work is started and annually on July 1 each year thereafter.
- The work to be performed by the contractor includes all services, generally performed by Contractor in Contractor's usual line of business, including, but not limited to, the following:

**Mowing/trimming**

- City lots will be mowed and trimmed on an as needed basis with a grass length that will not exceed 3" throughout the year, with mowing a minimum of every other week.
- All debris from City lots will be picked up and discarded on a regular basis, this includes sticks, branches, leaves, etc.
- Any yard debris may be discarded at the city yard waste site.
- The entire property including street right of way will be maintained at all times.

**Snow and ice removal**

- All snow will be removed from all City sidewalks on the current property list within 24 hours of the last snowfall.
- A clean walkable path defined by community development will be maintained throughout winter months.
- Sidewalks parallel to the street and approaches to the street will be cleared of snow and ice every time.
- The contractor remains responsible for continuous removal of snow/ice from the walks and not just after a snowfall event, (i.e. drifting after initial removal remains a contractor responsibility).



## **Sidewalk snow abatement**

- Community development will provide the contractor with a list of properties that have had 24 hours' notice to clear their sidewalk.
- Said contractor will take pictures of the sidewalk before and after snow/ice removal. The pictures shall include the address or landmark that identifies the property.
- Snow/Ice removal will include the sidewalks parallel to the roadways and include sidewalk aprons that lead to the street. This does not include driveways or sidewalks to any structures.
- Once snow/ice is removed, notification will be given to community development of cleared sidewalks.
- SECTION 14-93. CLEARING SNOW, ICE AND ACCUMULATIONS. 1. It shall be the duty of a property owner to keep sidewalks abutting its property clear of accumulations of snow or ice. If the owner fails to do so within twenty-four hours after such snow or ice is accumulated, the City shall notify the property owner or resident that the natural accumulations of snow or ice must be removed within twenty-four hours. If the accumulation of snow and ice is not removed within said twenty-four hours, then the City may have the accumulations of snow and ice removed without further notice. The notice required by this subparagraph shall be attempted by personal contact, if practical. Alternatively, notice will be deemed completed by posting written notice on the premises. (Ord. No. 867, 5-11-92.)

## **Payment**

The City will pay contractor \_\_\_\_\_ monthly payable for 12 months of coverage of maintenance of City owned lots. Contractor will provide appropriate supporting documents as requested by the City to process payments.

The City will pay contractor \_\_\_\_\_ monthly payable for coverage of sidewalk snow abatement. Contractor will provide appropriate supporting documents as requested by the City to process payments.

## **Contract award**

A contract will be awarded to the qualified bidder submitting the lowest total bid. The City reserves the right to reject any or all bids, readvertise for new bids, and to waive informalities in the bids submitted that may be in the best interest of the City.

Bids may be held by the City of Oelwein, Iowa, for a period not to exceed sixty (60) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

## **Relationship of parties**

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of City for any purposes, and the employees of contractor are not entitled to any benefit that city provides for City employees. It is understood that City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other entities and individually while under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

## **Liability**

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an



amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

### **Civil rights – Title VI assurances**

The City of Oelwein, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Marking and mailing bids**

Envelopes containing bids must be sealed and addressed to the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662, and marked in the upper left-hand corner as follows:

Bid of (Name and Address of Contractor) for maintenance bids for properties  
owned by the City of Oelwein, Iowa, and sidewalk snow abatement.

To be opened in City Hall Council Chambers at 11:00 O'clock Local Time, May 4<sup>th</sup>, 2022.

Published by authority of the City of Oelwein, Iowa.