

**ORDINANCE NO. 2011-11-134**

**AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER ELEVEN**

**(Addition of Division 4, Sidewalk Snow and Ice)**

**WHEREAS**, the City of Urbana, Illinois ("City"), is a home rule municipality pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and, as such, has the power to regulate for the protection of the public health, safety, and welfare; and

**WHEREAS**, Chapter Eleven, Article IV, of the Urbana City Code regulates Health and Sanitation, Nuisances; and

**WHEREAS**, sidewalks which are not cleared of accumulations of snow and ice may endanger pedestrian health, safety, and welfare and, therefore, may be considered a public nuisance; and

**WHEREAS**, the City of Urbana finds that it is in the best interests of the City and its citizens to protect pedestrian health, safety, and welfare by requiring property owners to remove snow and ice accumulations from public sidewalks adjacent to their properties; and

**WHEREAS**, the City of Urbana wishes to implement sidewalk snow removal requirements incrementally through the use of targeted districts.

**NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

Urbana City Code Chapter 11, "Health and Sanitation," Article IV, "Nuisances," is hereby amended by adding the following division thereto:

Division 4. Sidewalk Snow and Ice

Sect. 11-65. Removing snow from sidewalks and other areas.

- (a) Every owner of a lot within the City's corporate limits, which lot contains, abuts or fronts on a paved public sidewalk,

within the following areas shall remove and clear away, or cause to be removed and cleared away, snow, after at least two (2) inches of snow has accumulated, and also accumulations of ice, sleet, or freezing rain. After initial clearance, the responsible person shall maintain the sidewalk in a reasonably clear condition.

- (1) Areas under sidewalk snow removal requirements:
  - i. Downtown District, defined as an area bordered on the north by Water Street, on the east by Vine Street, on the south by Illinois Street, and on the west by Race Street. Public sidewalks on both sides of the aforementioned boundary streets are included within the district.
  - ii. University District, defined as an area bordered on the north by Springfield Avenue, on the east by Lincoln Avenue, on the south by Florida Avenue, and on the west by Wright Street/Urban corporate limits. Public sidewalks on both sides of boundary streets Springfield Avenue and Florida Avenue are included within the district. Public sidewalks on both sides of Lincoln Avenue are included within the district, except public sidewalks on the east side of Lincoln Avenue south of Michigan Avenue are excluded. Public sidewalks along Wright Street and Western Avenue are not included within the district.
  - iii. South Philo Road District, defined as an area along the east side of Philo Road between Florida Avenue and Windsor Road, and along the west side of Philo Road from Florida Avenue to Silver Street.
- (b) When snow, ice, or freezing rain is required to be removed, as per subsection (a)(1) of this section, it shall be removed from the full width of the sidewalk, or at least forty-eight (48) inches in area, whichever is less in width, along the entire length of the public sidewalk which is upon, fronts or abuts the property. For owners of property most closely abutting sidewalk ramps, owners shall clear the ramps in the same fashion as the sidewalk.
- (c) Except as provided in subsection (d) of this section, snow, ice, sleet, or freezing rain shall be removed as provided in subsection (a) and (b) of this section within twenty-four (24) hours after the public announcement of the director of public works set forth in subsection (f) of this section.
- (d) In the event snow, ice, sleet or freezing rain on a sidewalk has become so hard that it cannot be reasonably 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 until weather permits the owner to comply with subsections (a) and (b) of this section.

(e) No person shall shovel, plow, blow, or deposit any snow or ice accumulations from private property onto the sidewalks or streets of the city, or from the sidewalks of the city onto the streets of the city.

(f) Enforcement declaration.

(1) The declaration by the director of public works that accumulations of snow have reached two (2) inches, or that there exists accumulations of ice, sleet, or freezing rain shall be determinative of the amount of accumulation or event causing subsections (a) through (c) to be effective.

(2) The declaration by the director of public works of the time frame for removal or cleaning of accumulations of snow, ice, sleet or freezing rain shall be determinative of the time for removal set forth in subsection (c). Before making the announcement, the director of public works shall be guided by the following standards:

- i. The announcement shall be timed to roughly coincide with the substantial cessation of the precipitation event.
- ii. The announcement shall be made so that the time frame for beginning enforcement takes place Monday after 6:00 a.m. through 5:00 p.m. Friday, and not on recognized federal or state holidays.
- iii. The announcement shall take into account the progress in snow removal by the City on arterial streets within the areas and be timed to coincide with the substantial completion of such operations in the area affected.

(3) The director of public works shall take practical steps to notify the city council, the public, and news media of any such declarations provided for in this subsection. A copy of such declaration or notification shall be filed with the city clerk.

Sect. 11-66. Abatement.

(a) If the person responsible fails to clear snow, ice, sleet or freezing rain as provided for in this Division, such person consents impliedly to the creation of a contract with the City to perform such snow, ice, sleet or freezing rain removal on behalf of such person, consistent with the terms set forth in this

Division. Situations resulting from failure to comply with this Division shall be considered imminent hazards which allow the City to follow summary abatement procedures as detailed in this Article.

- (b) Notice of Warning. Property owners will receive one notice of warning from the City for failure to comply with the ordinance, whereafter, following a subsequent 24 hour period of non-compliance, penalties will be levied per this ordinance.
- (c) Violations of this Division may result in fines levied according to the Class 1 offense schedule as detailed in this Article.
- (d) After the City or its contractor clears such accumulation, the person responsible for snow removal under subsection (a) of this Division shall pay to the City all the costs incurred by the City or its contractor as the result of such removal including, but not limited to, all costs incurred by the City as administrative costs, as well as applicable fines.
- (e) This section is intended to be penal in nature and is not intended to create a civil duty or right in other parties.

#### Section 2.

Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

#### Section 3.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

#### Section 4.

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.


This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED by the City Council this 5th day of December, 2011.

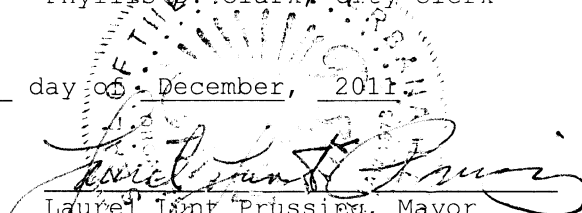
AYES: Bowersox, Jakobsson, Lewis, Marlin, Roberts, Smyth

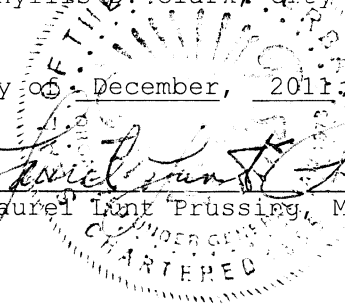
NAYS: Stevenson

ABSTAINS:

  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 6th day of December, 2011.

  
Laurel Lunt Prussing, Mayor





## CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



I, PHYLLIS D. CLARK, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

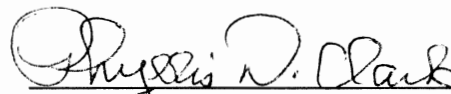
I certify that on the 5th day of December, 2011, the Corporate Authorities of the City of Urbana passed and approved Ordinance No. 2011-11-134 entitled:

**“AN ORDINANCE AMENDING THE URBANA CITY CODE, CHAPTER ELEVEN (Addition to Division 4, Sidewalk Snow and Ice)**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2011-11-134 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 6<sup>th</sup> day of December, 2011, and continuing for at least ten (10) days thereafter. Copies of said Ordinance were also available for public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 6th day of December, 2011.

  
\_\_\_\_\_  
City Clerk



## **AGREEMENT FOR SIDEWALK SNOWPLOWING AND DE-ICING SERVICES**

This Agreement for Sidewalk Snowplowing and De-Icing Services (hereinafter, "Agreement") is entered into this 10<sup>th</sup> Day of February, 2021 by and between the City of Urbana, Illinois (hereinafter, the "City") and Sublon Construction (hereinafter, the "Contractor") (individually and generically, a "Party" and collectively, the "Parties").

WHEREAS, the City is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

WHEREAS, the City has enacted a snow and ice removal ordinance (Urbana City Code Sections 11-65 *et seq.*) (hereinafter, the "Ordinance") that requires certain property owners within certain designated parts of the City to remove snow and ice from those parts of the City's public sidewalks that abut the said property owners' respective properties; and

WHEREAS, the City seeks to engage the services of a vendor who will, at the direction of the City, remove snow and/or treat ice from the aforesaid sidewalks when the aforesaid property owners fail to comply with the City's Ordinance as more fully described in an Invitation to Bid; and

WHEREAS, the Contractor has submitted a bid in response to Invitation to Bid # 1920-21 and the City has accepted said bid contingent upon the execution of this Agreement.

NOW for the exchange of good, valuable and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the terms, conditions and covenants contained herein, the Parties agree as follows.

### **1. Contract Term and Extension.**

The term of this Agreement shall begin on February 10, 2021 and ending on April 9, 2021, 

### **2. Contractor's Responsibilities and Obligations.**

**2.1. Work to be Performed:** The Contractor, on an "as requested" and "where-requested" basis by the City (see Section 3.1 below), shall commence, perform and complete the Work requested by the City which shall include removal of snow from those public sidewalks specified by the City and, where necessary, treatment of ice, if any, present on those public sidewalks with appropriate ice-melting chemicals (hereinafter, the "Work"). The Contractor shall provide all transportation to the job site, supervision, labor, materials, equipment, supplies, ice-melting chemicals, and fuel as is necessary to commence, perform and complete the Work requested by the City.

**2.2. Time of Performance of Work:** The Contractor shall commence, undertake and complete the Work requested by the City within twenty-four (24) hours of the time when the City requests the Contractor to perform such Work. If any City request for Work is made such that it would require the Contractor to commence, perform, and/or complete Work on any of the following holidays, the Contractor shall be allowed to commence, perform and/or complete the Work on the next day following such holiday. The aforesaid holidays shall include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Contractor will not operate any snow blower or other construction or maintenance equipment between 8:00 p.m. through 7:00 a.m., Monday through Saturday; between 8:00 p.m. Saturday through 12:00 noon on Sunday; and between 8:00 p.m. Sunday through 7:00 a.m. on Monday, where such snow blower, construction and/or maintenance equipment will be operated within six hundred (600) feet of any single-family or multiple family residence, hospital, or place of worship unless the use of such snow blower, construction and/or maintenance equipment is necessary to address an emergency which, if left unaddressed, would threaten human life, health or safety or property.

**2.3. Specified Sidewalks:** The public sidewalks on which the Contractor may be called upon to undertake Work are those that are contained within the boundaries within the City as described on the map appended to and incorporated into this Agreement as Exhibit A. The Contractor shall undertake the Work only on the sidewalks specified by the City when requested.

**2.4. Contractor Invoicing for Work Performed:** The rates included in Exhibit B appended to and incorporated into this Agreement shall be the rates that the Contractor shall use when charging the City for the Contractor's Work.

Within thirty (30) calendar days of when the Contractor completes the Work requested by the City, the Contractor shall provide the City with a separate written invoice for each property address at which the City has requested Work to be performed. Each such invoice shall include, at a minimum, the following information: (i) the address where the Work was performed; (ii) the date(s) when the Work was performed; (iii) a description of the Work performed (snow removal and/or application of de-icing chemicals); (iv) the amount of time, rounded up to the nearest quarter (1/4) hour increment, it took the Contractor to perform the Work; (v) the amount of chemical de-icer, rounded up to the nearest one-half (1/2) pound, applied to the sidewalk if such application occurred; (vi) the agreed-upon rate provided for in this Agreement; and (v) the cost of removing the snow; (vi) the cost of the chemical de-icer applied, if any; and (vii) the total amount due in connection with performing the Work on the public sidewalk at the City-specified address. All invoices shall be directed by the Contractor to the Director of the City's Community Development Services Department located at 400 S. Vine Street, Urbana, Illinois 61801.



**2.5. Permits, Licenses, Certificates, Taxes:** The Contractor, at the Contractor's cost, shall obtain any permits, licenses, and/or certificates that are required of the Contractor in order for the Contractor to commence and perform its Work. The Contractor shall provide the City with a copy of each permit, license and/or certificate obtained.

The Contractor shall be solely responsible for paying any and all taxes required to be paid in connection with the performance of the Work including state and federal income taxes.

**2.6. Subcontractors:** In the even the Contractor intends to use one or more subcontractors to perform any part of the Work, the Contractor shall notify the City in writing of the name and provide the contact information for each subcontractor. The Contractor may not use any subcontractor to perform Work unless and until the City approves each such subcontractor and the City's approval shall not be unreasonably withheld. If any subcontractor is approved to undertake any part of the Work provided for in this Agreement, the Contractor shall, at all times, remain responsible for the performance of such Work. If any subcontractor fails to perform the Work in a manner satisfactory to the City and in a manner that complies with this Agreement, the Contractor, at the City's written request, shall terminate the subcontractor's services relative to the Work provided for in this Agreement.

**2.7. Insurance:** At the time the Contractor executes this Agreement, the Contractor shall provide the City with one or more Certificates of Insurance that expressly name the City and its elected and appointed officials, employees, agents, and representatives as additional insureds on a primary and non-contributory basis. The one or more Certificates of Insurance shall demonstrate that the following insurance coverages are in full force and effect.

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

At all times during the term of this Agreement and any extension hereof, if any, the aforesaid insurance coverages shall be in full force and effect. Should the Contractor receive any notice that any such insurance policy will be cancelled or allowed to lapse, the Contractor shall arrange to replace that policy with another policy of equal or greater coverage so that the aforesaid insurance coverage remains in effect without any gaps in coverage.

All policies must be written by companies qualified to do business in the State of Illinois and rated A-VIII or better in the current A. M. Best rating guide.

Each insurance policy shall be written on an "occurrence basis" and not on a "claims made" basis.

In the event that the Contractor intends to use any subcontractor(s) to perform any part of the Work, the Contractor shall require each subcontractor to provide the City with one or more Certificates of Insurance that conform to the Certificates of Insurance required of the Contractor as provided in this Section.

**Section 2.8. Protection of Work Site.** The Contractor shall take reasonable precautions to protect the site of all Work performed while such Work is being performed so that the performance of such Work does not cause any injury to any person or damage to any real or personal property. Such precautions may include, but shall not be limited to, providing warning signs and/or barriers to prevent pedestrian traffic on the sidewalk where Work is being performed. The Contractor will be required to keep the work site clean and orderly during the performance of the Work. The Contractor will not be allowed to blow, sweep, or otherwise move snow or other materials into any street or in or about any storm sewer inlet.

**Section 2.9. Notice of Injury or Damage and Repair of Damage:** In the event that the Contractor directly or proximately causes any injury to any person or damage to any real or personal property, the Contractor shall promptly notify the City of such injury and/or damage, as the case may be. The notice shall inform the City of the date, location and nature of the injury or damage.

In the case of any damage to personal property, the Contractor shall promptly repair, restore or replace the damaged personal property at the Contractor's sole expense with personal property of equal or better grade. In the case of damage to real property, the Contractor shall repair or restore such damage at its sole expense to a condition that it existed prior to the damage. If the Contractor fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to the Contractor, cause such repair, restoration or replacement to be made by a third-person or with its own staff, equipment and materials.

If the City determines, in its sole discretion, that such damage has created a condition threatens human life, health or safety requiring immediate response, then the City may cause such repair or restoration to be made without notice to the Contractor and charge all costs related thereto to the Contractor.

Any all costs and expenses incurred by the City's use of a third person or the reasonable value of the City's staff time, equipment and materials in undertaking any repairs, restorations or replacements as provided above shall be reimbursed by the Contractor and such reimbursement may include but is not limited to the City's withholding of any sums due and owing and/or which may become due and owing by the City to the Contractor.

Notwithstanding any other provision in this Agreement, the Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Contractor, or the Contractor's obligation to indemnify, hold harmless, or defend the Contractor for the cost of any repair or replacement work required by this section.

**Section 2.10. Indemnification, Hold-Harmless, Duty to Defend:** The Contractor shall indemnify, defend, save, and hold harmless the City and its elected and appointed officers, employees, agents and representatives from and against any and all claims, causes, actions, judgments, decrees, liabilities, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings including workers' compensation claims, of any kind or nature and whether in law, equity or administratively, whatsoever, including reasonable attorney's fees and the costs of defense, that the City or any of its elected or appointed officials, employees, agents, or representatives may suffer, incur, sustain, or become liable for, on account of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the Contractor or any of its directors, officers, managers, employees, agents, or representatives, as the case may, in the performance of the Work provided for in this Agreement. The Contractor's indemnification, hold-harmless or duty to defend specified in this Section shall in no way be construed as limited to the coverage amounts provided in Section 2.7 of this Agreement concerning insurance coverages. Notwithstanding the immediate foregoing, the Contractors shall not be responsible for any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents or representatives.

**Section 2.11. Bankruptcy, Composition of Creditors:** In the event that bankruptcy proceedings are voluntarily or involuntary initiated by or against the Contractor or the Contractor enters into a formal or informal composition of creditor to address moneys or services owed to such creditors, this Agreement shall be deemed automatically void and of no force and effect nor shall it be deemed an executory contract as defined in the federal Bankruptcy Code. The Contractor shall promptly provide the City with written notice of any bankruptcy proceeding that is voluntarily or involuntarily initiated by or against the

Contractor or any formal or informal composition of creditors to which the Contractor is a party.

**Section 2.12. Compliance with Applicable Laws:** The Contractor, at all times during the performance of the Work provided for in this Agreement shall comply and remain in compliance with all applicable federal and state laws, rules and regulations and the City's ordinances.

The Contractor represents and warrants that it did not engage in any unlawful act of bribery, collusion, or coercion to obtain the award of this Agreement.

**Section 2.13. Use of City's Name or Logo:** The Contractor shall not use the City's name or logo in any advertisement published, whether electronically or in print, without the express written consent of the City which consent may be withheld for any reason.

### **3. City's Responsibilities and Obligations.**

**3.1. Work Assignments:** On an as-need or as-desired basis, which basis shall be in the sole discretion of the City, the City may direct the Contractor to perform Work on one or more public City-owned sidewalks within the area designated on the map appended to and made a part of this Agreement as Exhibit A. Each such direction may be made verbally which shall include the address where such Work is being requested and the nature of the Work to be performed by the Contractor. The City staff person requesting such work shall maintain a written log of all Work requested of the Contractor that will include: (i) dates when Work was requested; (ii) address of where Work was requested; and (iii) the nature of the Work requested. **However, in the event that the Contractor is not utilized during the contracted snow season, the City of Urbana shall guarantee payment of \$500.**

**3.2. Times for Performance of Work:** The Contractor will not be called upon to perform any Work on any of the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day, and Christmas Day. If the City requests the performance of Work one (1) day prior to any of the aforesaid holidays, the Contractor will be required to commence, perform and complete the Work on the day following the holiday.

The City will not allow the Contractor to operate any snow blower, construction and/or maintenance equipment between 8:00 p.m. through 7:00 a.m., Monday through Saturday; between 8:00 p.m. Saturday through 12:00 noon on Sunday; and between 8:00 p.m. Sunday through 7:00 a.m. on Monday, where such snow blower, construction, and/or maintenance equipment will be operated within six hundred (600) feet of any single-family or multiple family residence, hospital, or place of worship unless the use of such snow blower,

construction and/or maintenance equipment is necessary to address an emergency which, if left unaddressed, would threaten human life, health or safety or property.

**3.3. Payment:** Upon the City's Director of Community Development Services Department's or that person's designee's receipt of an invoice from the Contractor, the said Director or designee shall arrange payment so that the payment is issued to the Contractor within thirty (30) business days.

#### **4. Miscellaneous Terms:**

**4.1. Representations and Warranties of the Parties:** By executing this Agreement, each Party represents and warrants that the person executing this Agreement on behalf of his or her respective Party is duly authorized to do so.

**4.2. Default and Cure:** In the event a Party (hereinafter, the "Non-Defaulting Party") believes that the other Party (hereinafter, the "Defaulting Party") defaulted on any responsibility or obligation required by this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (i) describe the nature of the default; (ii) identify the section or sections of this Agreement believed to be in default; and (iii) provide a reasonable date by which the default must be cured in order to avoid termination of this Agreement. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall advise the Non-Defaulting Party in writing that (i) the default has been cured; (ii) the default cannot be cured within the time specified in the Notice of Default in which case the Defaulting Party shall provide a reasonable date by which the default will be cured; or (iii) the Defaulting Party has included written evidence that demonstrates that no default has occurred.

If the Parties cannot agree on whether a default occurred or whether the time for curing the default is reasonable either Party may declare the Agreement terminated. Any amounts due and owing by the City to the Contractor that are not in dispute shall be paid within thirty (30) days from the date either Party terminates this Agreement.

Nothing herein shall be deemed or construed as prohibiting either or both Parties from pursuing their rights under this Agreement by initiating and maintaining a lawsuit in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

**4.3. Notices:** All notices required to be given by this Agreement shall be deemed effective if given as follows, unless otherwise specified in this Agreement:

If by mail, such notice shall be deemed valid and effective four (4) days after placing such notice with the United States Postal Service if the envelope is properly

addressed to the person intended to receive the notice, bears proper postage, and is sent certified mail – return receipt requested.

If by facsimile, such notice shall be deemed valid and effective the day following delivery to the intended recipient of such notice but only if the sender's facsimile machine prints a receipt that indicates that the fax was received by the intended recipient's facsimile machine.

If by hand-delivery or courier service, such notice shall be deemed valid and effective on the day delivered to the intended recipient if delivered on or prior to 4:00 p.m. Central Time and if delivered after 4:00 p.m. Central Time, then the following day.

No other form of notice shall be valid. Notices shall be directed as follows:

To the City: Director, Community Development Services Department, 400 S. Vine Street, Urbana, IL 61801, facsimile: 217-384-0200

To the Contractor: Donny Sublon, Sublon Construction, 680 CR 3000 N, Fisher, IL 61843

**4.4. Freedom of Information Act Requests:** The Parties recognize that the Contractor's bid and any records of communications between the Parties will be subject to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and any exemptions therefrom as provided in the said Act.

**4.5. Full Agreement of Parties:** This Agreement shall be deemed the sole agreement of the Parties and shall supersede any prior agreement, whether oral or in writing, by and between the Parties.

**4.6. Governing Law:** Any interpretation or action to construe or enforce this Agreement or for breach of this Agreement shall be governed by the laws, rules and regulations of the State of Illinois.

[ END OF AGREEMENT. SIGNATURES ON FOLLOWING PAGE. ]

For the City of Urbana:

Diane Wolfe Marlin  
Diane Wolfe Marlin, Mayor.

Date: 02/18/2021

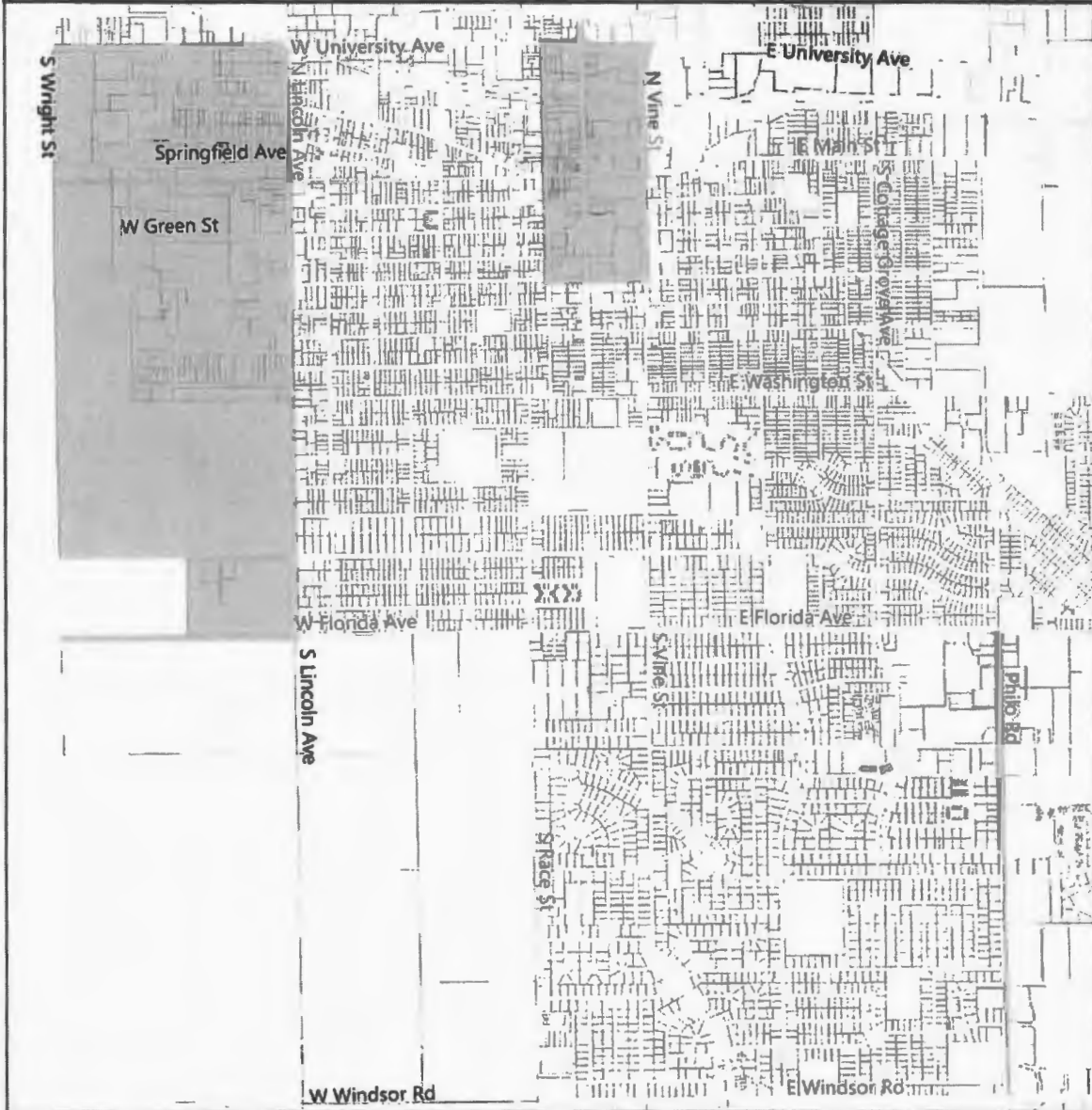
For the Contractor:



Date: 2-10-21

**EXHIBIT A - LOCATIONS WHERE WORK AND SERVICES MAY BE REQUESTED**

**Snow Removal Boundaries**



Community Development Services Department

**Legend**

■ Snow Removal Area





**EXHIBIT – B PRICING WORKSHEET**



City of Urbana  
400 S. Vine  
Urbana, IL 61801  
(217) 384-2443

**Pricing Worksheet for Snow and Ice Abatement ITB #1920-21**

Company Name: Sublon Construction Address: 680 County Road 3000N  
Contact Person: Donny Sublon City, St. Zip: Fisher IL 61843  
Primary Phone: 217 778 5445 Secondary Phone: \_\_\_\_\_  
Signature: [Handwritten Signature] Date: 2/4/20

Price Per Quarter (1/4) Hour <u>per man</u>	\$ <u>25</u>
Price per 1/2 pound of Salt	\$ <u>5</u>