



CITY OF
URBANA

FY2027-RFP-210

IMPERVIOUS AREA MAPPING SERVICES

City of Urbana

400 South Vine Street

Urbana, IL 61801

RELEASE DATE: October 2, 2026

DEADLINE FOR QUESTIONS: October 14, 2026

RESPONSE DEADLINE: October 19, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/urbanailinois>

City of Urbana
Impervious Area Mapping Services

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A - Urbana Digital Release Agreement

B - Prof_Services_Special_Terms_and_Conditions_2025-07-11

1. 1. Advertisement of Legal Notice

City of Urbana
Public Works - Engineering Department

REQUEST FOR PROPOSAL (RFP):

The City of Urbana will receive proposals for the following:

Impervious Area Mapping Services

The City of Urbana is seeking assistance to produce a GIS file geodatabase for the impervious areas on all parcels within the City of Urbana. This file geodatabase will provide enough information for the City to determine the square footage of impervious surface on each parcel for the billing of the stormwater utility fee.

Proposals are required to be submitted via the City of Urbana's Procurement Portal at <https://procurement.opengov.com/portal/urbanailinois/projects/304331> until 2:00 pm on Monday, October 19, 2026. RFP instructions and selection procedures may also be obtained from the City of Urbana's Procurement Portal.

Carmen Franks
Assistant City Engineer
City of Urbana

Publication Date: Friday, October 2, 2026

2. 2. Introduction

2.1. 2.1. Summary

This text will be included in emailed notifications to vendors when you post your procurement.

The purpose of this work is to produce a GIS file geodatabase for the impervious areas on all parcels within the City of Urbana. This file geodatabase will provide enough information for the City to determine the square footage of impervious surface on each parcel for the billing of the stormwater utility fee.

2.2. 2.2. Background

Currently, all parcels in the City are charged a stormwater utility fee based on the amount of impervious area within the parcel boundaries. Aerial imagery from the Champaign County GIS Consortium and construction plans in CAD format provided by developers/property owners have been used to measure the impervious areas and keep them up-to-date. Since January 1, 2024, all parcels including single family residential and duplex properties have been billed based on the amount of impervious area within parcel boundaries for the stormwater utility fee. In order to assess the fee for each parcel, an updated map of the impervious areas across the entire City is needed.

2.3. 2.3. Contact Information

Kyle Dobosz

Civil Engineering Technician

706 S Glover Ave

Urbana, IL 61802

Email: kyle.dobosz@urbanail.gov

Phone: [\(217\) 328-8270](tel:(217)328-8270)

Department:

Public Works - Engineering

Department Head:

Justin Swinford

Assistant City Engineer

2.4. 2.4. Timeline

Project Publish Date	October 2, 2026
Question Submission Deadline	October 14, 2026, 2:00pm
Question Response Deadline	October 15, 2026, 2:00pm
Proposal Submission Deadline	October 19, 2026, 2:00pm

3. 3. Instructions

3.1. 3.1. Submission

All submittals shall be provided in the format requested in a direct and concise manner. Submittals are required to be submitted via the [City's e-Procurement Portal](#) by the date/time prescribed in this request. Any submittals received after the date and time specified in the request shall not be considered and will not be opened. It is the responsibility of the prospective vendors to ensure their submittal is complete in accordance with the requirements of this request in the [City's e-Procurement Portal](#), by the specified time and date. Submittals received after the time and date will not be accepted.

3.2. 3.2. Pre-Submittal Meeting

No Pre-Submittal meeting is required for this procurement.

3.3. 3.3. Definitions

- A. The term "City" refers to the City of Urbana except when a request is issued by the Urbana Free Library, in which case it shall mean "City of Urbana on behalf of the Urbana Free Library"
- B. A prospective Contracting Agency will be referred to as the "Vendor", "Bidder", "Contractor", "Respondent", "You", or "Consultant."
- C. "Request", "Invitation", or "Solicitation" shall refer to this document that specifies the goods/services sought by the City.
- D. "Proposal", "Response", or "Bid" shall refer to all proposals, bids, quotes, and/or qualifications submitted in response to the request or invitation.
- E. "Time" shall refer to all time limits designated as days within these documents and shall be interpreted to mean calendar days unless otherwise specified.
- F. A "Calendar Day" is every day on the calendar.

3.4. 3.4. Public Records and Requests for Confidential Treatment

- A. Proposals become the property of the City and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.
- B. A request for confidential treatment will not supersede the City's legal obligations under FOIA. The City will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the City shall disclose the successful proposer's name, the substance of the proposal, and the price.
- C. If you request exempt treatment of portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information redacted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party, shall be responsible for any costs associated with the City's defense of your request for exempt treatment.

- D. Further, you agree to allow the City to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.
- E. Any restriction on the use of proprietary information contained within a proposal shall be clearly stated as such within the proposal. The City will only be able to comply with a request for confidentiality to the extent allowed by law.

3.5. 3.5. Responsibilities of Respondent

- A. It shall be the responsibility of each Respondent to be fully familiar with the instructional, technical, legal, and other requirements or conditions contained in and included with this Request and any associated addenda. No plea of error or ignorance by a Respondent regarding this information shall be accepted.
- B. Should a Respondent find discrepancies or omissions in the specifications or other contract documents or be in doubt as to the meaning of any specification or term, the Respondent shall notify the City at least two (2) business days prior to the deadline for submission.
- C. The Contractor shall indicate in its submittal whether subcontractors may be used for any portion of the work and, if so, furnish a written list of all proposed subcontractors and the nature of the Work being provided.
- D. The successful respondent shall be capable of providing any additional documentation required (typically any required insurance certificates or bonds) and an executed contract in an approved form within fifteen (15) days from the date of the Notice of Award.
- E. Unless specified otherwise, successful respondent shall execute a City provided or City approved contract. Contract documents shall incorporate all requirements/conditions established in the solicitation, along with Vendor submissions, other required documents post-award, contract, and any associated change orders.

3.6. 3.6. Questions

All questions pertaining to this request shall be submitted in writing through the OpenGov Procurement Question & Answer Tab via the [City's e-Procurement Portal](#) until the date/time prescribed in this request. Please include the section title for each question, if applicable, in order to ensure that the questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders/consultants following this solicitation on the [City's e-Procurement Portal](#).

3.7. 3.7. Addenda

Any addenda shall be posted on the [City's e-Procurement Portal](#). Addenda notifications will be emailed to all persons on record as following this procurement. Failure of any bidder/consultant to receive any such addenda or interpretation shall not relieve such bidder/consultant from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

3.8. 3.8. Withdrawal of Bid/Proposal

Bids/Proposals may be withdrawn through the [City's e-Procurement Portal](#); the responding firm may "unsubmit" their bid/proposal in OpenGov Procurement prior to the submission deadline. After withdrawing a previously submitted bid/proposal, the responding firm may submit another bid/proposal at

any time prior to the submittal deadline. If an award is made, the City shall do so within ninety (90) calendar days of the actual submission deadline. During this 90-day period, the submissions constitutes an irrevocable offer subject to acceptance by the City and the Vendor may not withdraw or attempt to change its submittal. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids/proposals following the submittal deadline, or to cancel awards or contracts based on bid/proposal mistakes, will be submitted in writing and will be supported by a written determination made by the City procurement contact.

3.9. City's Rights Reserved

The City reserves the right to reject any and all submittals, or any part thereof, and to waive any technicalities or informalities deemed to be in the best interests of the City; any such decision shall be considered final. In order to verify responsible vendor status, the City may request additional information and/or conduct interviews/discussions with any respondent who makes an acceptable or potentially acceptable submittal. The City may make such investigations as it deems appropriate to determine the ability of the Vendor to perform the work, and the Vendor shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any submittal if the evidence submitted by, or investigation of such Vendor fails to satisfy the City that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of submittals following opening of submittals. During the course of such discussions, the City shall not disclose any information derived from one proposal to any other respondent.

The City may require the solicitation and the respondent's submittal be incorporated in full or in part as Contract Documents. This implies that the solicitation and all responses, supplemental information, and other submissions provided by the respondent during discussions or negotiations may be held by the City as contractually binding on the successful respondent. When the City determines a respondent's submittal to be unacceptable, such respondent shall not be afforded an additional opportunity to supplement its submittal. The City will not be liable in any way for any costs incurred by respondents in replying to this solicitation.

3.10. Conditional Award

Successful Vendor shall provide any required conditional award items and information as may be required within fourteen (14) days from the Notice of Award and prior to execution of the contract by the City to avoid delays and potential award cancellation. Prospective vendors shall be familiar with the requirements in this solicitation related to, but not limited to, insurance and bonding requirements.

3.11. No Bid

Anyone part who does not submit a proposal for the work but who wishes to receive final tabulations or award information may "Follow" the project to receive automated notifications pertaining to this solicitation.

4. 4. Scope of Work

4.1. 4.1. Deliverables

An impervious surface map in an Esri file geodatabase format.

4.2. 4.2. Location and Limits

Area of the work is the entire City of Urbana, bounded by the city limits, which is approximately 11.3 square miles.

4.3. 4.3. Impervious Area Classification

The impervious surface areas will be extracted from the current City-owned geospatial imagery, or a vendor provided alternative. The classes of impervious areas to be delineated shall be described in the proposal.

Suggested classes are the following:

- A. Building footprints
- B. Roadway
- C. Sidewalks
- D. Driveways, parking lots, and other pavement
- E. Gravel driving surfaces such as driveways and parking lots
- F. Railway
- G. Swimming pools and other water features

4.4. 4.4. Data Quality

Consistency and accuracy of data is expected to be maintained through the vendor's quality control guidelines and through coordination on quality assurance measures with City staff. A geometric accuracy of 95% or higher is expected.

Assumptions included in the City's budget for this work:

- A. The vendor will use City-provided geospatial imagery of 3-inch resolution to extract the impervious surface information or propose a suitable alternative.
- B. This RFP is for initial implementation of the map; annual updates to the map may be added to the services contract at a later time.

City of Urbana Expectations or Preferences:

- A. Vendor proposals are to include example projects where the vendor has performed similar services to what is described in this RFP.
- B. Esri-compatible file geodatabase with polygons will properly align with the coordinate system used by the City.

5. 5. Proposal Content and Format Requirements

The respondents shall submit a copy of their Proposal for the project. Each copy shall include the information outlined below:

- A. Company Description: A brief description of the company along with any proposed subcontractors, if applicable.
- B. Understanding: A brief discussion of your understanding of the goods/services being requested.
- C. Approach: Discuss how your company will approach delivery of requested goods/services.
- D. Experience & References: Provide a summary of your experience along with three (3) applicable references you've provided similar goods or services to that are being requested. References should be from goods/services provided within the last five (5) years.
- E. Timeline: Provide an expected timeline of completion of work.

Companies may include any other considerations and information they believe to be related and relevant provided their proposal does not exceed any prescribed page limits. However, please submit succinct and structured documentation that is responsive to what is being requested. Extraneous marketing materials should not be included with the submittal.

Page Number Limit: 10

6. 6.Vendor Submittals & Confirmations

6.1. 1. Confirmation of Understanding & Authorization*

By confirming, vendor is certifying that they have read and understand the provisions of this procurement and are authorized to submit response on behalf of the company.

☐ Please confirm

*Response required

6.2. 2. Proposal*

DO NOT INCLUDE COST INFORMATION HERE

*Response required

6.3. 3. Cost Proposal*

*Response required

6.4. 4. Would you be utilizing subcontractors for this project?

☐ Yes

☐ No

When equals "Yes"

6.4.1. 4.1. Subcontractor(s) Information*

Please include the following for each subcontractor:

- Name
- Phone Number
- Email
- Type of Work Being Performed

*Response required

6.5. 5. W-9*

*Response required

6.6. 6. Vendor Representations and Additional Duties Form

6.6.1. 6.1. Does the vendor agree to the following?*

The Vendor agrees that following representations and additional duties are a material part of the contract.

The vendor, having been duly sworn under oath, certifies and agrees as follows:

- A. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
- B. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating,

in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.

- C. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
- D. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
- E. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
- F. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- G. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.
- H. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.
- I. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- J. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 et seq. The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.
- K. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

☐ Yes

☐ No

*Response required

When equals "No"

*6.6.2. 6.1.1. If you disagree with a statement, please state the statement and explain why. **

*Response required

*6.6.3. 6.2. Please select one statement, in accordance with 65 ILCS 5/11-42.1-1**

☐ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.

☐ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

*Response required

*6.6.4. 6.3. Does this response have any proprietary information?**

Refer to Public Records and Requests for Confidential Treatment under [Instructions](#).

☐ Yes

☐ No

*Response required

When equals "Yes"

*6.6.5. 6.3.1. Upload Redacted Response**

*Response required

When equals "No"

*6.6.6. 6.3.2. Acknowledgment of FOIA Requests**

By confirming, the vendor understands that the submittal is subject to FOIA and the City is required to share information that is subject to FOIA requirements.

☐ Please confirm

*Response required

7. 7.....Method of Award

7.1. 7.1. General

- A. Awards shall only be made to Vendors deemed responsible with fully responsive submittals.
- B. Should an awarded vendor be incapable of meeting any conditional award provisions, City may make an award to the next ranked vendor.
- C. If an award is not made within 45 days after unsealing submittals, respondent may request a withdrawal of their submittal without penalty.

7.2. 7.2. Best Value

- A. If an award is made, it shall be to the submittal that offers the best overall value as determined by a City evaluation team.
- B. If deemed necessary, City may opt to conduct subsequent interviews with any respondents they deem necessary.

8. 8..... Evaluation Criteria

Proposals will be reviewed by the City's evaluation team with individual and aggregate scoring to be informative, not determinate. Ultimately, evaluation team will make a recommendation for award based on scoring and deliberation of the group.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Content, understanding, and approach of the scope of work requested.	N/A	N/A
2.	Qualifications and experience of the respondent	N/A	N/A
3.	Cost effectiveness	N/A	N/A

9. 9. Standard Terms & Conditions

These standard terms and conditions shall govern the final contractual obligation of the successful respondent to provide requested goods and services unless supplemental terms and conditions are included which supersede specific individual standard terms and conditions or alternative terms and conditions are negotiated and agreed upon by both parties post-award, prior to final contract execution.

9.1. 9.1. Silence of Specifications

The apparent silence of the specifications as to any detail or apparent omission from it as to a detailed description concerning point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

9.2. 9.2. New Goods; Title

All goods, equipment, and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, either in part or in whole, except where the specifications explicitly provide therefore. Further, the Vendor warrants that it has lien free title to all equipment, supplies or materials purchased under the terms of this Contract.

9.3. 9.3. Quantities

Where quantities are specifically stated, the Vendor shall deliver, and the City shall pay for only such quantities as therein stated.

9.4. 9.4. Prices

The prices for goods and services shall be complete and shall include all equipment, labor, materials, shipping, handling, installation, and other charges unless specifically denoted otherwise. Where prices are given in both words and figures, the words shall govern.

If unit pricing is utilized and there is a discrepancy between the total amount and a unit price, the unit price shall govern. Vendor shall provide all goods and services in accordance with the pricing included in Vendor's response unless otherwise provided for in the Contract Documents.

9.5. 9.5. Delivery

Vendor shall complete delivery of goods or services in accordance with the provisions of the solicitation. Each shipment shall include a separate invoice.

- Delay: Should the Vendor be delayed by the City for any cause, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the Vendor shall not be entitled to claim damages or extra compensation for such delay or suspension.
- Point of Destination: All materials shipped to the City must be shipped F.O.B. to the designated location. If no location is designated, items shall be shipped to Urbana City Hall located at 400 S. Vine Street Urbana, IL 61801. If delivery requires a City representative to be present to receive the delivery then arrangements must be made in advance by the Vendor to ensure City representative will be available and present at the time of delivery.
- Method and Containers: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or

other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise definitely specified by the Vendor.

- **Delivery Failures:** Failure of a Vendor to deliver within the time specified or within thirty (30) days of issuance of the Purchase Order if no time is specified, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Vendor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

9.6. 9.6. Payment

If payment terms are not indicated, the City shall make payment no more than 30 days after receipt of an invoice, pay application, or pay request that has been approved by authorized City representative. Vendor shall list applicable P.O. number on all invoices and packing lists.

9.7. 9.7. Tax Exemption

The City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax exempt number will be furnished to the successful respondent upon execution of a final contract.

9.8. 9.8. Inspection; Rejection; Acceptance

Before making payment, the City may inspect all goods delivered and services performed and reject those that are defective or nonconforming. The City may return rejected goods and goods supplied in excess quantities to the Vendor at the Vendor's risk and expense. The Vendor shall promptly correct all work or services identified to be defective or nonconforming, whether observed before or after completion of the services. The Vendor is responsible for all costs of correcting such defective or nonconforming goods or services, including costs associated with repairing any damage, re-performing the services, and incurred due to the Vendor's inadequate performance.

9.9. 9.9. Warranties

In addition to all warranties provided by law and unless specified otherwise in the request, the Vendor warrants that the goods delivered pursuant to this request:

- A. Conform to the descriptions and specifications contained herein;
- B. Are fit for the purpose for which such goods are ordinarily employed and any particular use the City has specified to the Vendor;
- C. Are new, unused, and safe for their intended purpose;
- D. Are free from any security interests, liens, claims, or encumbrances;
- E. Comply with all applicable federal, state, and municipal laws;
- F. Do not infringe upon or violate any copyrights or patents, unless the City has furnished the designs used on the goods; and

G. Will operate for a reasonable period under normal use.

9.10. 9.10. Cancellation

The time for delivery of goods or performance of services pursuant to this request is of the essence. The City may cancel any or all of the contract without liability if the Vendor: (a) fails to meet price, quantity, quality, or delivery requirements; (b) ceases to operate in the normal course of business; (c) declares bankruptcy or otherwise is subject to legal proceedings concerning creditor relief; (d) applies for or is subject to appointment of a receiver; or (e) makes any assignment for the benefit of creditors. The City also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code.

9.11. 9.11. Attorney's Fees

If the City initiates suit for any default of the Vendor and the City substantially prevails in any such suit, the Vendor shall pay the City's costs to enforce the terms of the P.O., including court costs and reasonable attorneys' fees.

9.12. 9.12. Indemnification

Except for claims based solely upon the negligence, gross negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents, or employees, the Vendor shall INDEMNIFY and DEFEND the City and its officers, agents, and employees against all claims, including attorneys' fees, arising from:

- A. Any defect in the goods or services that existed at the time of delivery to the City;
- B. The Vendor's breach of any warranty; or
- C. The Vendor's performance or failure to perform the provisions of this P.O.

9.13. 9.13. Risk of Loss

The Vendor shall bear the risk of loss, injury, or destruction of the goods or services specified in the final contract until delivery to the specified destination and the City's inspection and acceptance.

9.14. 9.14. Independent Contractor

The City and successful respondent are independent contractors with respect to each other, and nothing in this request or final contract creates an association, partnership, joint venture, or agency relationship between them.

9.15. 9.15. Force Majeure

Neither party will be deemed to be in default for performance delays caused by floods, earthquakes, fires, epidemics, pandemics, wars, riots, or other civil disturbances. The City may cancel the contract after determining such delay will prevent successful performance of work associated with contractual terms and conditions.

9.16. 9.16. Assignment; Subcontractors

The Vendor shall not assign or subcontract its rights without the City's prior written approval. All Work performed for the Vendor by any subcontractor will be pursuant to an appropriate written agreement which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor and City.

9.17. 9.17. Governing Law

All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work shall apply to and deemed included in the final Contract. The parties shall construe this contract according to Illinois law and the Urbana City Code and shall initiate and maintain any action to interpret or enforce this contract in the Sixth Judicial Circuit Court, Champaign County, Illinois.

9.18. 9.18. Nonwaiver

Either party's failure to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this contract is valid only if in writing and signed by the parties.

9.19. 9.19. Requirements for Nondiscrimination, Equal Opportunity in Employment, Human Rights Guarantee, and Sexual Harassment Prevention

Vendor shall comply with:

- A. Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City;
- B. The Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and
- C. Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

9.20. 9.20. Survival

The obligations set forth in the paragraphs entitled Warranties, Default, Indemnification, and Governing Law shall survive the termination of the contract.

9.21. 9.21. Use of City's Name

The City's name or logo shall not be used in any form of advertising without the City's prior written permission. The City's name or logo shall not be used in any form of advertising without the City's prior written permission.

9.22. 9.22. Notice of Award

The City will notify the Successful Respondent of their final selection for award; said notice will include subsequent award conditions and request for any additional documentation required for execution of contract.

9.23. 9.23. Change Orders

Any modifications or amendment to an existing contract or agreement shall be mutually agreed upon in writing and signed by both the Vendor and authorized City representative.

9.24. 9.24. Proof of license, permit, etc.

Vendors must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work. It is the Vendor's responsibility to inquire about requirements with Procurement Contact.

9.25. 9.25. Confidentiality

Vendor understands that the submittal is subject to FOIA and the City is required to share information that is subject to FOIA requirements

9.26. 9.26. Disputes and Remedies

Disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the City's authorized representative shall be decided by the Mayor. The decision of the Mayor or the Mayor's designee for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Mayor or Mayor's designee, whichever was last issued.

9.27. 9.27. Default and Termination

- A. In the event the Vendor voluntarily petitions for bankruptcy or is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Vendor's insolvency or in the event that any of the provisions of this Contract are violated by the Vendor or by any of its subcontractors or the City reasonably believes such violation is likely, the City may terminate the Contract immediately by sending written notice to the Vendor.
- B. Additionally, the City may serve notice upon the Vendor of intention to terminate unless certain remedial actions are taken. Unless within five (5) days after the serving of such notice upon the Vendor such violation shall cease and arrangements satisfactory to the City for correction be made, the Contract shall upon expiration of said five (5) days cease and terminate with no further notice.
- C. After termination, the City may take over the work and prosecute the same to completion at the expense of the Vendor, and the Vendor shall be liable to the City for any excess cost occasioned to the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials and equipment including those of the Vendor as may be on the site of the work and necessary therefore.
- D. Vendor shall be responsible for all costs incurred by the City to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Contract, including all court costs and reasonable attorneys' fees.

9.28. 9.28. Remedies

In the event of a default, the non-defaulting party shall be entitled to all available remedies, whether in law or in equity.

10. 10..... Supplementary Terms & Conditions

See attachments for additional terms and conditions.