CITY OF URBANA, ILLINOIS NOTICE OF INVITATION FOR BIDS GRASS AND WEED NUISANCE ABATEMENT

The City of Urbana, Environmental Management Division, is seeking bids for removal of grass and weeds from _properties that have failed to comply with City vegetation nuisance ordinances. If your company would be interested in performing these services, you must submit a completed Pricing Worksheet before 1:00 p.m. prevailing time on <u>Monday May 2, 2011</u>.

For estimating purposes, over the past three years, the average number of City grass and weed abatement jobs per year is eighty (80). However, the City of Urbana (hereafter referred to as "City") does not guarantee any minimum or maximum number of jobs under the resulting Agreement.

Bidders should note that services under this Agreement are provided in response to service request calls placed by the City's Environmental Compliance Officer and do not occur on a regular schedule. The selected Contractor is expected to complete services <u>no later than 24 hours</u> after each service request call and submit invoices within fifteen (15) days of performing work.

The selected Contractor shall provide all equipment, fuel, supplies, and transportation needed to perform the desired services.

No bid shall be accepted from, or Contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous contract with the City.

The City thanks you for your interest. If you should have any questions, please call (217) 384-2416 Monday-Friday 8 a.m.-5 p.m.

INSTRUCTIONS TO BIDDERS

- 1. All items contained in the "Instructions to Bidders" are applicable to this Invitation for Bids.
- 2. On the Pricing Worksheet, all amounts shall be listed in whole U.S. dollars. A price shall be provided for each category of lot size and grass height. The selected Contractor will be required to invoice the City after each job based upon their submitted pricing matrix. All prices should reflect cutting all grass and weeds below four (4) inches in height. The Agreement shall not be based upon time and materials (except for jobs where the City directly requests weed trimming and/or brush/tree trimming, which can be invoiced based upon the hourly rate listed on the Pricing Worksheet). If job site conditions exist which lead the Contractor to conclude a charge greater than the stated rate is warranted, the Contractor shall contact the Environmental Compliance Officer and mutually agree to a price before submission of an invoice.

- 3. Include a quarter-hour rate on the Pricing Worksheet for trimming tall weeds and grass and a quarter-hour rate for trimming brush/trees. These services will not be required for every job and will only be performed upon request.
- 4. Include a quarter-hour rate in the Pricing Worksheet for collection and proper removal of refuse and tree debris. It may be necessary to remove small amounts of trash and/or tree debris as part of the job.
- 5. The City may require from the bidder, prior to the award of an Agreement, a detailed statement regarding the business organization and ability of the bidder to complete the work. Information pertaining to financial resources, experience of personnel, available equipment, and previously completed turf care contracts may also be required.
- 6. Each bid shall be typed or written in ink using the Pricing Worksheet form herein, and so filled out as to make the bid complete and free from ambiguity as to its meaning. All erasures or corrections in the bid shall be initialed by the person signing the bid.
- 7. Any bidder may withdraw his/her bid by letter or with proper identification by personally securing his/her bid at any time prior to the time stated for the receipt of bids. No telephone requests for withdrawal of bids will be honored.
- 8. Each bid must be signed in the firm or corporate name and must bear an original longhand signature of a principal duly authorized to make contracts for the bidding party. The bidder's name must be fully stated. Where bids are signed by an agent of the bidder, evidence of his/her authority to act as the bidder's agent shall accompany the bid. The name of each person signing the bid shall be typed or printed below his/her signature.
- 9. Bids must be submitted (in person or by mail) in sealed envelopes to the addressee listed below not later than the time set forth in "NOTICE OF INVITATION FOR BIDS", and addressed as follows:

TO: Grass and Weed Nuisance Abatement Bid
Attn: Jason Arrasmith
Environmental Compliance Officer
City of Urbana Public Works Department
706 South Glover Avenue
Urbana, IL 61802

- 10. Bids will be opened publicly by the City immediately after the required time and date of submission. The City reserves the right to reject any or all bids, or any part thereof, or to waive any informality in any bid, deemed to be in the best interests of the City.
- 11. City shall be exempt for any liability for costs incurred by bidders in the preparation of their bids.

- 12. After the opening of bids, no bid shall be withdrawn for a period of thirty (30) days without the consent of the City.
- 13. If awarded, selected Contractor will be required to furnish a "Certificate of Insurance" indicating that the Contractor has obtained for the benefit and protection of himself/herself, and the City of Urbana, Illinois, an adequate liability insurance policy, along with a certification by an insurance company to the effect that the contractor has obtained public liability and workmen's compensation insurance in a sufficient amount to protect himself/herself, and the City from any liability of damage resulting from injury to his/her employees or to others or to the property of others. The "Certificate of Insurance" shall also certify that the insurance will not be canceled or allowed to lapse during the time of work without first giving notice in writing to the City of Urbana, Illinois. In addition, the City of Urbana, Illinois shall be listed as an "additional insured" on Public Liability and Business Liability policies in form and format consistent with Insurance Services Office (ISO) CG-2010. The Contractor will require all Subcontractors to have similar insurance, also naming the City as "additional insured."

The following minimum insurance will be required:

A. Worker's Compensation:

- 1. Basic policy including occupational disease -- Statutory Limits.
- 2. Employer's Liability, at least \$100,000/per person per accident and at least \$500.000 each accident.
- 3. Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All States" endorsement.
- B. <u>Comprehensive General Liability Minimum Limits:</u>

Bodily Injury \$1,000,000/each occurrence

\$1,000,000/aggregate

Property Damage \$500,000/each occurrence

\$500,000/aggregate

Combined Single Limit \$1,000,000

C. Business Automobile Liability ("any auto type") – Minimum Limits:

Bodily Injury \$1,000,000/each person

\$1,000,000/each occurrence

Property Damage \$500,000/each occurrence

NOTE: A \$1,000,000 combined single limit of automobile liability may be provided in lieu of the above limits.

D. <u>Umbrella or Excess Liability – Minimum Limits:</u>

Combined Bodily Injury and Property Damage

\$1,000,000/each occurrence \$1,000,000/aggregate

14. All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the covered services shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though herein written out in full.

Where State and/or local codes exist, they shall be followed by all contractors on this project. Where conflicts exist between applicable codes and these specifications, the codes shall govern. The specifications shall be considered as a minimum acceptable level of quality of materials and workmanship.

- 15. Acceptance of Contractor and any Subcontractors shall be contingent upon compliance with the City of Urbana's Affirmative Action Ordinance and, when requested, shall submit written evidence of the firm's employment practices, policies, goals and statistical data concerning employee composition on race, color, job description and compensation. This Agreement may be contingent upon on-site inspection or other means of verification in accordance with City of Urbana procedures.
- 16. Contractor shall hold the City of Urbana, its officer, agents and employees harmless from liability or damages of any nature or kind concerning the undertaking and execution of the Agreement.
- 17. The Contractor shall guarantee the work performed. Any defects that arise out of defective or improper materials or workmanship shall, upon direction of the Environmental Compliance Officer of the City of Urbana, Illinois, be corrected and made good by the Contractor at his/her expense.
- 18. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of the Contractor's completion of the work. Any instances of property damage shall be reported immediately to the Environmental Compliance Officer. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Environmental Compliance Officer or City Arborist may determine to be reasonably necessary.
- 19. All changes to the Agreement must be mutually agreed upon in writing and signed by the parties to the Agreement.
- 20. The provisions of the Agreement apply to any Subcontractor. The contractor agrees that he/she is fully responsible to the City for the acts and omission of his/her Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and

omissions of himself/herself or persons directly employed by him/her. Nothing contained in the Agreement documents shall create any contractual relation between any Subcontractor and the City. The Contractor shall not contract any part of the work under this Agreement or permit his/her contracted work to be further subcontracted without the prior written approval of the Environmental Compliance Officer. The Contractor shall submit with his/her bid a complete list of proposed Subcontractors.

- 21. The work provided hereunder by the Contractor shall be executed as directed by the Agreement and Pricing Worksheet and shall be performed in a skillful and professional manner.
- 22. The Contractor shall keep the work site clean and orderly during the course of the work and shall remove and properly dispose of all refuse which was collected in order to complete the work. Removal of grass clippings from work sites will generally not be required. Occasional removal and proper disposal or tree limbs and other tree debris may be required upon request of the Environmental Compliance Officer.
- 23. The Contractor's duly authorized agent, by affixing his/her signature below, affirms that he/she understands the contents of this Invitation to Bid, has not been barred from doing business with the City of Urbana, and has not colluded with any other potential bidders in the completion of the Pricing Worksheet.

Signature of Company Official	Company Name
Print Name of Company Official	Company Address
Date	City/State/Zip
	() Telephone

City of Urbana

Pricing Worksheet for Grass and Weed Nuisance Abatement

Company Name:		Phone Number:				
Contact Person:						
Signature:						
Date:						
		Standard Lot With House				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25	
Estimated Price						
	T					
		Vacant Lot or Large Lot				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25	
Estimated Price						
		Lot Size 1/4 to 1/2 Acre				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25	
Estimated Price						
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Oraca Hairah (in ah aa)	0.40	1/2 Acre				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25	
Estimated Price						
Price per Quarter- Hour for Trimming Grass/Weeds Price per Quarter- Hour for Trimming Brush/Trees Price Per Quarter- Hour for Picking up Refuse/Tree Debris (includes proper						

