



**CITY OF URBANA, ILLINOIS**

**Invitation to Bid  
BID #1314-18**

**GENERAL TERMS, CONDITIONS AND SPECIFICATIONS FOR:**

**NUISANCE VEGETATION ABATEMENT SERVICE**

**ISSUED: April 6, 2014**

**BIDS DUE: April 25, 2014**

**706 S. GLOVER AVE. URBANA, IL 61802**

**CITY OF URBANA, ILLINOIS  
Department of Public Works**

## **GENERAL TERMS AND CONDITIONS**

### **1. Invitation to Bid**

The City of Urbana, Environmental Sustainability Division, is seeking bids for cutting of grass, weeds, vegetation and cutting and removal of brush from properties that have failed to comply with City vegetation nuisance ordinances. Vendors interested in performing these services, must submit a completed bid by April 25, 2014.

### **2. Intent**

The City intends to enter into one contract with a qualified and responsible vendor for services described herein, and accordingly is furnishing herein a set of specifications by which such bids shall be judged.

However, the City reserves the right to determine the acceptability or unacceptability, or to reject any subpart and/or all bids, or to negotiate the effects and costs of any such bids prior to reaching a decision on the awarding of Contract.

### **3. Contract Term and Extensions**

The term of this Contract shall be from May 24, 2014 to April 1, 2016. This contract may be extended from April 2, 2016 to April 6, 2018 by mutual agreement.

### **4. Scope of Work**

The work under the Contract shall consist of the items herein contained in this Invitation to Bid, including sales, supervision, materials, equipment, labor and all other items necessary to complete said work in full compliance with the Contract documents.

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

The number of service calls for past years is as follows:

Year	# Service Calls
2011	26
2012	72
2013	51

### **5. Contact Person**

Scott Tess, Environmental Sustainability Manager, Department of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802, (217) 384-2381, Fax (217) 384-2400, Email; [srtess@urbanaininois.us](mailto:srtess@urbanaininois.us).

### **6. Meeting Specifications**

The terms, conditions and specifications included in this package describe the services which the City thinks are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Vendor. The City shall require all Vendors to fully comply with the specifications.

The City reserves the right to determine the acceptability or unacceptability of any and all bids.

### **7. Investigation by Potential Vendor**

It shall be the responsibility of the Vendor to thoroughly read and understand the information, instructions, and specifications. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendor's own risk. No plea of error or plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a bid means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

### **8. Format for Submissions**

A properly prepared bid shall consist of:

1. Signed Cover Letter on the Vendor's letterhead, accompanying the bid from an officer or employee having the authority to bind the Vendor by signature;
2. Price Quotation Sheet;

### **9. Bid Delivery Procedures**

**Sealed bids shall be delivered to the office of the Director of Public Works, 706 South Glover Avenue, Urbana, Illinois, 61802, by no later than 2pm April 25, 2014.** Sealed envelopes should be clearly labeled "Bid for Nuisance Vegetation Abatement Service" with the Vendor's name and address. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Bids arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These bids will either be refused or returned unopened. It is the Vendor's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope. Facsimile ("fax") machine transmitted bids shall not be accepted.

### **10. Withdrawals; Declinations**

A written request for the withdrawal of a bid will be granted if the request is received by the Public Works Director prior to the specified time of opening. However, after a bid is opened, it will be binding for a period of thirty (30) calendar days.

### **11. Non-Acceptance of Bids**

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.

### **12. Competency of Vendors**

The opening, reading or posting of bids shall not be construed as acceptance by the City of the Vendors as being qualified, responsible candidates. The City reserves the right to

determine the competence and financial and operational capacity of any Vendor. Upon request of the City, the Vendor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein. The City shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

**13. Post Selection Documentation**

The selected bidder will be required to submit the following forms supplied by the City

1. Equal Employment Opportunity Workforce Statistics Form
2. Purchasing Certification Form

**14. Equal Employment Opportunity**

The Equal Employment Opportunity Workforce Statistics Form (attached) must be completed and submitted with the bid. During the term of this Contract, the Vendor shall comply in all respects with the Equal Employment Opportunity Act. The Vendor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Contract.

**15. Prevailing Wage**

The wage rate scales paid to all laborers, mechanics and other workers employed upon the work covered by this Contract are not subject to the Prevailing Wage Act (820 ILCS 130/3).

**16. Insurance**

The Vendor shall carry all insurance coverage's required by law and

<u>Type of Insurance Coverage</u>	<u>Minimum Coverage Amount</u>
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Commercial General Liability, with a waiver of subrogation in favor of the City, covering Vendor/Subcontractor and its agents, and including broad form property damage:

General Aggregate	<u>\$2,000,000</u>
Each Occurrence (BI/PD)	<u>\$1,000,000</u>
Premises and Operations, Products/Completed Operations	<u>\$2,000,000</u>

<u>Worker's Compensation</u> , with a waiver of subrogation Amounts	Statutorily Required
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Employer Liability	
Bodily Injury by Accident	<u>\$500,000</u>
Bodily Injury by Disease	<u>\$500,000</u>
Disease Policy Limit	<u>\$500,000</u>

<u>Business Automobile Liability</u> with Any Auto Coverage on all owned, hired, non-owned, and leased vehicles	<u>\$1,000,000</u>
<u>Pollution Liability</u>	<u>\$1,000,000</u>
<u>Commercial Umbrella Insurance</u>	<u>\$1,000,000</u>

All liability policies shall show the City of Urbana as additional insured including completed operations for a minimum of 1 year after completion of the project on a primary and non-contributory basis. The Vendor selected by the City shall submit documentation insurance.

**17. Compliance with Applicable Laws, Ordinances, and Regulations**

The Vendor shall comply with all applicable federal, state and municipal laws, ordinances, rules, and regulations during the term of this Contract.

**18. Taxes, Licenses, Permits, and Certificates**

The Vendor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Vendor in connection with the Vendor's facilities and the work included in this Contract. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax-exempt number shall be furnished upon request of the Vendor.

Immediately upon the awarding of this Contract, the Vendor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Vendor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

**19. Indemnity**

The Vendor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this Contract, caused by the operations of the Vendor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Vendor or subcontractor.

The Vendor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if

any judgments shall be rendered against the City in any such action, the Vendor shall, at its own expense, satisfy and discharge same.

The Vendor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Vendor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, or employees.

**20. Non-Collusion**

In submitting this bid, the Vendor declares and warrants that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.

**21. Adjudged Bankrupt**

In the event the Vendor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate, and in no event shall this be, or be treated as, an asset of Vendor after adjudication of bankruptcy. If Vendor shall become insolvent, or fail to meet its financial obligations, then this Contract may be terminated at the option of the City upon fifteen (15) days written notice to Vendor and in no event shall this Contract be, or be treated as, an asset of Vendor after the exercise of said option. This Contract is not assignable by Vendor without written permission of the City, either voluntarily or involuntarily, or by any process of law, except as above provided, and shall not be or come under the control of creditors, or trustee or trustees of Vendor in case of bankruptcy or insolvency of Vendor, but shall be subject to termination as above provided.

**22. Payments**

The Contractor will be paid for all services properly rendered within thirty (30) days of receipt of an invoice by the City. All amounts on the Price Quotation Sheet 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.

All blanks on the fillable pdf Price Quotation Sheet must be correctly filled in. Use of a computer or typewriter to fill in the price quotation sheets is strongly encouraged. Neatly handwritten price quotation sheets are acceptable provided they are clear, legible, and in black ink. The City cannot and will not be responsible for bid submissions or Price Quotation Sheets which are illegible or unintelligible. All forms requiring signatures must be properly signed in ink in the

proper spaces

**23. Disputes**

Any disputes regarding service under the contract will be decided by the Director of Public Works (or his designee) and the decision of the City, in such matters, will be final.

**24. Notices**

Any notice required to be given under this Contract shall be given to City at the Office of the Director of Public Works and to Vendor at Vendor's business address.

If to Vendor: Name; Address; and City, State and Zip Code.

If to the City: Mr. William R. Gray, Director of Public Works, City of Urbana, 706 South Glover Ave., Urbana, Illinois, 61802.

**25. Holidays**

The Contractor may recognize the following holidays for the purpose of this Contract:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

If a service day falls upon a holiday, the Contractor shall perform collection on the next work day.

**26. Cleanliness**

The Vendor 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 of tree limbs and other tree debris may be required upon request of the Environmental Compliance Officer.

**27. Damage to Property**

The Vendor shall promptly, and without charge to the City, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the City, any damage done by the Vendor to any property, public or private, as a result of the work. If Vendor fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to Vendor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Vendor. If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City may cause such repair or restoration to be made without notice to Vendor and charge all costs related thereto to Vendor.

Notwithstanding any other provision of the Contract, Vendor'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 Vendor, to indemnify, hold harmless, or

reimburse Vendor for the cost of any repair or replacement work required by this section.

**28. Subcontractor**

Any subcontractor that may be used by the Vendor shall be acceptable to, and approved in advance, by the City. The City's approval of any subcontractor shall not relieve Vendor of full responsibility and liability for the performance of the work. All work performed under any subcontract shall be subject to all of the provisions of the Contract, and every reference in the Contract to "Vendor" shall be deemed also to refer to all subcontractors of Vendor.

If any subcontractor fails to perform the part of the work undertaken by it in a manner satisfactory to the City, then Vendor shall immediately upon notice of due cause from the City terminate such subcontract. Vendor shall have no claim for damages, or for compensation in excess of the contract price, as a result of any such termination.

**29. Risk of Loss**

The work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Vendor. Vendor shall have no claim against the City because of any damage or loss to the work or Vendor's equipment, materials, or supplies.

**30. Safety**

The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents or inappropriate behavior of any kind occurring during the performance of this, the Vendor shall immediately notify the City. Upon request of the City, the Vendor shall provide such accounting of details and/or copies of written accident reports or initiate an appropriate actions and/or responses as the City may require.

**31. Equipment**

The Contractor shall furnish all necessary equipment and labor for the desired services.

**32. Penalty, Failure to provide service**

Failure to complete services in the 24 hour time allotment shall be grounds for termination of Contract by the City.

**SPECIFICATIONS**

**1. Location of Service**

Services will be rendered within the corporate limits of the City of Urbana.

**2. Operating Hours**

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 Vendor is expected to complete services no later than 24 hours after each service request call and submit invoices within fifteen (15) days of performing work.

The Vendor shall not be asked to operate lawn mowers, leaf blowers, or other construction and maintenance equipment as defined by Chapter 16 of the Urbana City Code of Ordinances between the hours of 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 construction equipment is operated within six hundred (600) feet of any residence, hospital, or place of worship, unless the use of such equipment or tools is necessary to address an emergency which, if left unaddressed, would cause or create harm, danger, or serious inconvenience to any person or property.

### **3. Disposal, Fees**

The Contractor shall dispose of vegetative materials collected under this section to the Landscape Recycling Center (LRC) located at 1201 E. University Ave., Urbana, unless otherwise directed by the City. The LRC is normally open from 8:00 am. until 4:00 pm., Monday through Saturday. The LRC can remain open as late as 6:00 pm. at no additional charge to the Contractor, to unload, provided the Contractor has pre-arranged a schedule. The City shall be responsible for and pay all disposal fees at the LRC.

### **4. Hauler License**

The successful bidder shall be required to obtain, at his/her own expense, a City of Urbana Waste Hauler License.

**City of Urbana**  
**Pricing Worksheet for Grass and Weed Nuisance Abatement**

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

	<b>Standard Lot With House</b>				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25
Estimated Price					

	<b>Vacant Lot or Large Lot</b>				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25
Estimated Price					

	<b>Lot Size 1/4 to 1/2 Acre</b>				
Grass Height (inches)	9-12	13-15	16-20	21-24	Over 25
Estimated Price					

	<b>1/2 Acre</b>				
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 disposal)	