



CITY OF URBANA, ILLINOIS

Invitation to Bid

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS FOR:

NUISANCE REFUSE ABATEMENT SERVICE

ITB #1314-23

ISSUED: June 27, 2014

PROPOSALS DUE:

July 18, 2014

706 S. GLOVER AVE. URBANA, IL 61802

GENERAL TERMS AND CONDITIONS

1. Invitation to Bid

The City of Urbana, Environmental Sustainability Division, is seeking bids for removal of refuse and debris from properties that have failed to comply with City nuisance ordinances. If your company is interested in performing these services, you must submit a completed Pricing Worksheet with supplemental information before **2:00 p.m. Central time on Friday July 18, 2014 to 706 S. Glover Ave., Urbana, IL 61802.**

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

If awarded, the successful bidder will be required to enter into a contract with the City of Urbana. The term of the contract shall be from August 1, 2014 to July 31, 2016. This contract may be extended by mutual agreement of the parties to such agreement from August 1, 2016 to July 31, 2018.

4. Scope of Work

The general nature of the materials will include debris, construction and demolition debris, garbage, hazardous waste, junk, litter, municipal waste, recyclable material, refuse, rubbish, and special waste as these terms are defined in Section 11-40 of the Urbana City Code. However, the City of Urbana (hereafter referred to as "City") does not represent, warrant, or guarantee any minimum or maximum number of jobs under the resulting Agreement or the specific nature of the refuse or debris which the successful bidder, if any, will be called upon to remove.

Year	Number of Service Calls
2013	29
2012	25

5. Contact Person

Jason Arrasmith, (217) 384-2416, Fax (217) 384-2400, jlarrasmith@urbanailinois.us, 706 South Glover Avenue, Urbana, Illinois.

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.

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

Each bid shall be typed or written in ink using the fillable pdf 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.

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 Central Time on Friday July 18. Sealed envelopes should be clearly labeled "Bid for Nuisance Refuse 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. Bid Opening procedures

Bids will be opened by the City immediately or as soon thereafter as is practicable 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. The City will render a decision within fifteen (15) working days after the opening of bids.

13. 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.

14. Post Selection Documentation

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

- a. Equal Employment Opportunity Workforce Statistics Form
- b. Purchasing Certification Form
- c. Contract for Nuisance Refuse Abatement

15. 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.

16. 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).

17. Insurance

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

<u>Type of Insurance Coverage</u>	<u>Minimum Coverage Amount</u>
<u>Commercial General Liability</u> , 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	Statutorily Required Amounts
<u>Employer Liability</u>	
Bodily Injury by Accident	<u>\$500,000</u>
Bodily Injury by Disease	<u>\$500,000</u>

Disease Policy Limit \$500,000

Business Automobile Liability with Any Auto Coverage
on all owned, hired, non-owned, and leased vehicles \$1,000,000

Pollution Liability \$1,000,000

Commercial Umbrella Insurance \$1,000,000

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.

18. Compliance with Applicable Laws, Ordinance, and Regulations

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

All invoices submitted by the successful bidder shall be itemized to show separate costs for labor, use of special equipment, and refuse and appliance disposal fees. Invoices shall contain the address of the abatement site and a general description of the waste materials collected. Separate invoices shall be submitted for each abatement site. For successful bidder loads that contain waste commingled from more than one abatement site, the Contractor shall split the bill based upon their visual observation as to what percent of the load weight was generated from each site.

Labor time shall be invoiced based upon the time the successful bidder leaves another job site within the Urbana corporate limits to thirty minutes after completion of the job (this after-job time is to allow said bidder to complete delivery of waste materials to disposal/recycling facilities). Labor time shall be invoiced for no more than ten (10) minutes of travel time prior to arriving to the first job site of any day.

Each trip to the Transfer Station or Landscape Recycling Center shall result in the successful bidder invoicing the City a fee equal to the disposal fee paid by the Contractor, plus a (twenty-five) 25% administrative fee on top of the disposal fee. All disposal/recycling receipts shall be retained and provided to the City upon request.

Special management and billing arrangements will be made between the successful bidder and the Environmental Compliance Officer for management of special waste, hazardous waste, and other items which are not typically accepted at disposal/recycling facilities.

24. 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.

25. 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.

26. 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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. Equipment

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

33. 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.

34. Location of Service

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

35. 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 twenty-four (24) hours after each service request call has been made by the City of Urbana and said successful bidder shall submit invoices to the City of Urbana within fifteen (15) days after performing the requested work. If the successful bidder shall not be able to respond within this timeframe, the successful bidder shall notify the City of this fact, the reason for the delay, and provide an estimated time for the service to be conducted.

36. Disposal

All refuse, debris, appliances, etc. must be properly disposed/recycled the day of the abatement job. If a job is completed later than the disposal/recycling facility is open, then the waste shall be disposed/recycled the following work day. The successful bidder shall make every reasonable effort to combine loads from jobs performed for the City on the same day before delivering wastes to

disposal/recycling facilities. This effort will reduce minimum charges incurred by the said bidder at the facilities, as well as time spent at disposal/recycling facilities.

The successful bidder is required to recycle appliances, metal and landscape waste, when there are more than just incidental quantities. The successful bidder shall use the Urbana Landscape Recycling Center, 1210 E. University Ave., Urbana, for disposal/recycling of all landscape waste (leaves, grass, tree debris) and the Allied Waste Transfer Station, 915 W. Saline Ct., Urbana, for disposal of all non-recyclable materials.

Each trip to the Transfer Station or Landscape Recycling Center shall result in the successful bidder invoicing the City a fee equal to the disposal fee paid by the Contractor, plus a (twenty-five) 25% administrative fee on top of the disposal fee. All disposal/recycling receipts shall be retained and provided to the City upon request.

All loads shall be adequately secured to prevent litter during transit. All loads taken to the Allied Waste Transfer Station must be covered by tarp.

37. License

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

38. Price Worksheet Directions

Include a quarter-hour rate per person on the Pricing Worksheet for all labor costs. Crew size should be two persons per job, unless otherwise arranged with the Environmental Compliance Officer prior to performance of a job. When invoicing the City, all labor should be rounded up to the next quarter-hour. Labor charges shall incorporate the time to collect and haul refuse and debris from job sites, as well as the costs for use of all equipment, fuel, supplies, and transportation. Use of special equipment shall be billed separately, as detailed in Item #6 in the Request for Quote.

Include a price per unit on the Pricing Worksheet for collection and hauling of large appliances (with and without refrigerant). Any funds realized by the successful bidder by recycling metal and appliances are to be retained by the Contractor. Labor for pickup and hauling of appliances is billed as "labor" and should not be included in this per unit price.

Include a rate on the Pricing Worksheet for use of special equipment. Occasional chain saw use will be required to reduce the size of downed limbs and logs. Occasional use of a skid steer or tractor with a bucket may be needed to scoop up large amounts of refuse or debris. Chain saw use shall be bid and billed by the quarter-hour and shall not include labor; i.e. chain saw use is billed by the quarter-hour on top of the labor charge. Use of heavy equipment with a bucket shall be bid and billed by the hour (first hour, plus additional hours) and shall not include labor; i.e. heavy equipment use is billed by the hour on top of the labor charge. Mobilization/demobilization of the equipment shall be included in the first hour price.

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

City of Urbana
Price Worksheet for Nuisance Refuse Abatement Service
For Services August 1, 2014 Thru July 31, 2016

Company Name and Address: _____ Business Phone: _____

Contact Person: _____ Cell Phone: _____

Labor Costs	Per 1/4 Hour per person \$	Enter Quotes	Office Use Only
Special equipment use: chain saw	Per 1/4 Hour \$		
Special equipment use: heavy equipment w/bucket	First Hour (inc. mobilization / demobilization) \$		
	Each Additional Hour \$		
Large Appliances (non-refrigerant: washer, dryer, stove)	Each Unit \$		
Large Appliances (with refrigerant: refrigerator, freezer)	Each Unit \$		

Additional Comments: _____

List location where recyclable items will be taken: _____

Signature: _____ Date: _____