



CITY OF URBANA, ILLINOIS

Request for Quote

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS FOR:

NUISANCE REFUSE ABATEMENT SERVICE

ISSUED: June 30, 2013

PROPOSALS DUE:

July 19, 2013

706 S. GLOVER AVE. URBANA, IL 61802

The City of Urbana, Environmental Management 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 1:00 p.m. prevailing time on **Friday July 19, 2013 to 706 S. Glover Ave., Urbana, IL 61802.**

For estimating purposes, for the past two years, the average number of City hauling and disposal abatement jobs per year was 110. The general nature of the materials which has been removed has included 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.

Direct any questions to (217) 384-2416, Monday-Friday 7:30a.m. - 4:30p.m.

GENERAL TERMS AND CONDITIONS

1. 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.
2. Supplemental Information - Each bid shall include a detailed written statement regarding the business organization and ability of the bidder to complete the work. Information pertaining to experience of personnel, available equipment, and previously completed similar work with references shall be included.
3. 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.
4. A written request for the withdrawal of a proposal will be granted if the request is received by the Public Works Director prior to the specified time of opening.
5. Each bid must be duly executed in the following manner:
 - a. If submitted by an individual conducting business as a sole proprietorship, such bid must be executed by the individual who owns and conducts the business.
 - b. If submitted by a partnership, such bid must be executed by a duly authorized general partner of the business.
 - c. If submitted by a corporation, such bid must be executed by a duly authorized officer or director of the corporation.
 - d. If submitted by a limited liability company, such bid must be executed by a duly authorized member or manager of the company.

6. One signed Bid must be submitted (in person or by mail) in a sealed envelope to the addressee listed below not later than the time set forth in the "REQUEST FOR QUOTE", and addressed as follows: **TO:**

Bid for Hauling and Disposal of Nuisance Abatements

Attn : Jason Arrasmith
Environmental Compliance Officer
City of Urbana Public Works Department
706 South Glover Avenue
Urbana, IL 61802

7. Bids will be opened publicly 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.
8. The City shall not be responsible or liable for any costs or expenses which any bidder may incur or otherwise be obligated to pay in connection with the preparation of the bidder's bid.
9. After the opening of bids, no bid shall be withdrawn for a period of thirty (30) days without the written consent of the City.
10. If awarded, the successful bidder will be required to furnish a "Certificate of Insurance" indicating that the successful bidder has obtained for the benefit and protection of the said bidder and the City of Urbana, Illinois, an adequate liability insurance policy, along with a certification by an insurance company to the effect that the successful bidder has obtained public liability and workmen's compensation insurance in a sufficient amount to protect the bidder 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 successful bidder will require all Subcontractors to have similar insurance, also naming the City as "additional insured."
11. The following minimum insurance coverage levels shall 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. Comprehensive General Liability -Minimum Limits:

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. Umbrella or Excess Liability – Minimum Limits:

Combined Bodily Injury and Property Damage	\$1,000,000/each occurrence \$1,000,000/aggregate
---------------------------------------------------	------------------------------------------------------

12. 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. Any bidder, by submitting a bid in response to this Request for Quote shall be deemed to be familiar with such applicable Federal and State laws, City of Urbana ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed by the successful bidder, if any.
13. Where State and/or local codes exist, they shall be followed by the successful bidder on the work for which the bid is submitted. 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.
14. Acceptance of bidders and Subcontractors, if any, 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. By submitting a bid in response to this Request for Quote, the successful bidder, if any, shall be deemed to have consented to any reasonable efforts by the City of Urbana to verify the successful bidder's compliance with the City of Urbana Affirmative Action Ordinance and the performance by the successful bidder, if any, of the work for which any such contract pursuant hereto is let.
15. The successful bidder, if any, shall indemnify and defend the City of Urbana any of its officers, agents and employees for any unlawful acts or omissions committed by the said successful bidder or which directly or proximately arise out of the said successful bidder's conduct. Further, the successful bidder, if any, shall reimburse the City of Urbana and any of its officers, agents and employees for any expense or cost, including actual attorneys' fees, and/or damages it or they may incur in defending any action, whether in court or before an administrative agency or which may be imposed by reason of any intentional, willful,

wanton, grossly negligent, or negligent conduct, whether by act or omission, of the successful bidder.

16. The Contractor shall guarantee and warrant 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. The successful bidder, if any, shall represent and warrant that any material such bidder removes in accordance with any contract let to said bidder shall be removed, hauled and disposed of in accordance with all applicable state, federal and City of Urbana laws, rules, regulations, and/or ordinances.
17. The successful bidder, if any, shall exercise proper precaution at all times for the protection of third persons and property and shall be responsible for all damages which are caused to third persons or property either on or off the site where the work provided for in this Request for Quote shall be performed, which occur as a result of the bidder's undertaking and completion of the work described in this Request for Quote. Any instances of property damage or personal injury to any person shall be reported immediately to the Environmental Compliance Officer. The safety provisions of applicable laws and building construction codes shall be observed and the successful bidder shall take or cause to be taken such additional safety and health measures as the Environmental Compliance Officer may determine to be reasonably necessary.
18. All changes to the Agreement awarded pursuant to this Request for Quote, if any, must be in a mutually agreed upon in writing and signed by the parties to such Agreement.
19. The provisions of the Agreement shall apply to any Subcontractor which the successful bidder, if any, hires or retains to perform any portion of the work awarded to such successful bidder. The successful bidder, if any, agrees that such bidder shall be fully responsible to the City for the acts and omissions of the said bidder's Subcontractors and any and all persons who work for, are under the direct supervision of, or to whom any work contemplated by this Request for Quote is delegated for performance. Nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the City. The successful bidder, if any, shall not contract any part of the work under this Agreement or permit such contracted work to be further subcontracted without the prior written approval of the Environmental Compliance Officer. The successful bidder, if any, shall submit a complete list of persons to whom or with whom the said bidder will or may subcontract to perform the work contemplated in the Request for Quote or any portion thereof.
20. The work provided hereunder by the successful bidder, if any, shall be executed as directed by the Agreement and Pricing Worksheet and shall be performed in a skillful and professional manner.
21. By executing this Request for Quote, the bidder represents, warrants, and affirms that the bidder understands the contents of this Request for Quote, and is not 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.

SPECIFIC TERMS AND CONDITIONS

22. The services to be performed under the Agreement contemplated by this Request for Quote are to be provided in response to service request calls placed by the City's Environmental Compliance Officer and do not occur on a regular or schedule. The successful bidder is expected to complete the services contemplated in the Request for Quote 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.
23. The successful bidder shall provide all labor, equipment, fuel, supplies, and transportation needed to perform the desired services.
24. 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.
25. 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.
26. 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.
27. 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.
28. On the Pricing Worksheet, all amounts shall be listed in whole U.S. dollars.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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.
35. Generally, the successful bidder shall respond to requests for service within twenty-four (24) hours notice from the City. 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. The successful bidder shall be required to obtain, at his/her own expense, a City of Urbana Waste Hauler License.

Signature of Company Official	Company Name
-------------------------------	--------------

Print Name of Company Official	Company Address
--------------------------------	-----------------

Date	City/State/Zip
------	----------------

	() Telephone
--	------------------

City of Urbana
Price Worksheet for Hauling and Disposal from
Nuisance Abatement Sites
For Services August 1, 2013 Thru July 31, 2014

Company Name and
Address:

Business
Phone:

Contact Person:

Cell Phone:

		Enter Quotes	Office Use Only
	Per 1/4 Hour per person \$		
Labor Costs			
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 of fees: _____

List location where recyclable items will be taken: _____

Signature: _____ Date: _____