

SPECIFICATIONS AND CONTRACT DOCUMENTS
2019-2022 LAWN MAINTENANCE
FOR THE CITY OF ROCK FALLS
Rock Falls, Illinois 61071

- Notice of Bid
- Request for Proposal for Lawn Maintenance
- Bid Specifications and contract for Lawn maintenance
- Bid Acceptance sheet
- Copy of Lawn maintenance Contract
- Contract Bond Form
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CONTRACT PERIOD:

May 1, 2019 to April 30, 2022

BID OPENING-DATE/TIME/LOCATION:

March 29th, 2019 at 10:00am
CITY OF ROCK FALLS
CITY CLERK'S OFFICE
603 W. 10th Street
Rock Falls, Illinois 61071

NOTICE OF BID

LAWN MAINTENANCE PROGRAM – City of Rock Falls

2019-2022

Notice is hereby given that the City of Rock Falls is seeking bids for Lawn Maintenance. The Scope of Services to be performed under the Contract Documents in general consists of mowing and other general lawn maintenance of various locations throughout the City of Rock Falls. Locations will be identified by the Building Inspector or his designee in accordance with specifications included in the bid packet. Bid packets may be attained online through a link on the City's website at www.rockfalls61071.com. Completed bids are due in the office of the City of Rock Falls City Clerk no later than **10:00 a.m. on Friday March 29th, 2019**, where said bids will be opened and publicly recorded. The City of Rock Falls reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the City, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

Please direct any questions regarding this program to Mark Searing, Building Inspector at (815)622-1108.

By Order of City of Rock Falls, Illinois (Awarding Authority) Eric Arduini, City Clerk

CITY OF ROCK FALLS

REQUEST FOR PROPOSAL FOR
LAWN MAINTENANCE

Preparation and Submission of Bids

The City of Rock Falls (the "City") will accept proposals until **Friday March 29th 2019 at 10:00 a.m.** at which time and place all bids received will be opened and read aloud. All bid packages shall be submitted on forms provided by the City of Rock Falls and shall include all costs according to the contract form. Sealed bids (which will include the entire bid package) shall be endorsed with the name and address of the bidder and clearly marked "**Proposal for 2019-2022 Lawn Maintenance**". All bids shall be submitted in a sealed envelope, mailed or delivered to:

City Clerk
City of Rock Falls
603 West 10th Street
Rock Falls IL 61071

All blank spaces for bid prices, unit costs and alternatives must be completed and signed in ink. Unsigned bid packages will be rejected. In case of a corporation, the title of the officer signing shall be stated. In case of a partnership, the signature of at least one of the partners shall follow the firm name, using the term "member of firm". In case of an individual, use the term "doing business as _____" or as "sole owner".

Bid packages which are incomplete, conditional or obscure, by reason of additions not called for, erasures, alterations or irregularities of any kind, may be rejected by the City as being informal bids.

By submitting a bid, the contractor understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City of any damages that the City may thereby suffer.

Bidders may attach separate sheets to the Proposal Form for the purpose of explanation. Exceptions or alternate proposals may be accepted.

Purpose

The City of Rock Falls is soliciting bids from interested and qualified contractors with the capability of providing lawn mowing and other lawn maintenance services for private locations throughout the City. It is the intent of the City to review the qualifications of interested firms and to negotiate with the best qualified contractor to provide lawn mowing of property in accordance with the specifications stated herein.

Contract Period

The contract period will be for each mowing season during a period of three (3) years, beginning on

May 1, 2019 and ending on April 30, 2022, unless earlier terminated by the City. The Building Inspector or his designated representative shall declare the end of each lawn maintenance season.

Billing

The City will be billed monthly. Invoices for services rendered shall itemize the work, location and date completed. The City of Rock Falls, an Illinois municipality, is exempt from all city, state, and federal sales and excise taxes.

Bidder's Contact Information

Bidders will provide contact information on provided sheets including name of main contact, email if available, mailing address, and phone number. The city will use this information for all contact with bidder, including answers of questions and notification of award.

Amendments to Specifications

During the bidding period, the City reserves the right to notify the prospective bidders of any changes that may be made covering the bid documents.

Required References and Experience

Bidder must complete and submit the attached reference form which includes the name, address and telephone number of a minimum of three (3) professional references including municipal references for similar type of proposed maintenance performed within the past two (2) years.

Competency of Bidder

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 in default, as surety or otherwise, upon any obligation to the city or has failed to perform faithfully any previous contract with the City.

Basis of Award

The City reserves the right to reject any and all bids, to waive all technicalities or to accept the bid or any part thereof which is determined to be in the best interest of the City.

Insurance

The successful bidder agrees, to provide proof of, and to maintain the following insurance coverage in the minimum amounts indicated for the entire duration of the contract. If the insurance found not to be in force, the City of Rock Falls, at its option, terminate and cancel the contract.

1. Commercial General Liability insurance; on an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, combined single limit, Personal Injury, Bodily injury and Property Damage.
2. Workers Compensation including Employer's Liability Coverage; \$500,000 for

bodily injury by accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease for each employee, in accordance with Illinois Law.

3. Motor vehicle Insurance and Liability; If Contractor, or its employees will use motor vehicles under this contract, the Contractor must have a minimum of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law.
4. The City of Rock Falls shall be named an additional insured, including all elected and appointed officials and employees.

Indemnity/Hold Harmless

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Rock Falls, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the City of Rock Falls, its officials, agents and employees, arising from the negligence or willful conduct in the performance of this work by the Contractor or its employees.

The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Rock Falls, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Rock Falls, its officials, agents and employees as herein provided.

Contract Bond

The successful bidder awarded a contract shall furnish the City of Rock Falls a performance and payment bond with good and sufficient sureties in the amount of the \$10,000 as the penal sum. *(See the Public Construction Bond Act {30 ILCS 550}.)* The surety shall be acceptable to the City of Rock Falls, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City of Rock Falls.

Default of Contractor

Time is of the essence in this Contract. Any failure on the part of the Contractor to comply with the conditions and specifications hereof, or to fail to complete this Contract in the time specified in the Contract, shall be reason for cancellation or termination of this Contract. The City may, upon ten (10) days written notice to the Contractor of its default hereunder, proceed to cancel

the Contract, re-bid it or let it to any reasonable alternate contractor. If the City cancels the Contract, re-bids the Contract or lets the Contract to a reasonable alternate contractor, the Contractor shall be reimbursed for all work performed prior to date of termination, less any additional costs incurred by the City to have the services performed which were to have been performed by the Contractor.

Use of City's Name

The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the City.

Assignment

The successful Contractor shall NOT assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the City.

CITY OF ROCK FALLS

BID SPECIFICATIONS AND CONTRACT FOR LAWN MAINTENANCE

The undersigned ("Contractor") agrees to provide to the City of Rock Falls, an Illinois municipal corporation, hereinafter referred to as the "City," Lawn Maintenance conforming to the following detailed specifications with such exceptions or modifications, as are herewith set forth, in accordance with the terms and conditions set forth herein and in the "Request for Proposal".

The proposal must be based on the lot sizes identified on the Bid sheet.

Work Expectations

Contractor shall finish scope of work within five (5) days of notification from the building inspector. If any delay that could result in the work not being completed within the five (5) days, written or verbal notification must be given listing reason(s) for the delay example; weather, equipment malfunction, etc. and be subject to approval by the building inspector. If upon arrival at any property on the order list, the contractor notes the grass height to be less than eight (8) inches (mowed prior to contractor arrival) contractor must contact the building department in writing (email) that the grass has been mowed prior to contractor arrival. The Contractor shall furnish all labor, tools, materials, equipment, and supervision necessary for the performance of all operations incidental to the initial cleanup and mowing, mowing and trimming to keep the designated improved areas and roadsides of the City of Rock Falls in a neat and orderly appearance. The frequency and performance of the work will be in accordance with the detailed specifications as set forth in this contract.

Scope of work

- Mow grass (mulch clippings)
- Pick up any paper or debris
- Sweep and clean all sidewalks of mowing debris.
- Remove any excess clumps of grass and or clippings.
- Around all trees, poles, benches or any areas that grow excessive grass that cannot be cut with a mower, the area will need to be weed-whacked or grasses removed around these obstacles. No chemical can be used around live materials or planted items such as trees, shrubs, flowers, etc.
- Photograph front grass elevation of the property at ground level showing the measurement markings clearly in the photo.
- Complete all property work orders provided by the building department.

General Instructions

All debris which will interfere with cutting operations (such as wire, bottles, rock, tin cans, sticks, paper and litter) shall be cleared from the area prior to beginning operations for the initial mow and all subsequent mowing's. Accumulated trash and debris will be removed, hauled away from the property, and properly disposed of in a licensed landfill.

The cutting edges of all mowing equipment used in performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted.

Mowers shall be of a type which causes clippings to be mulched and distributed evenly over the cut area. Any accumulation of grass clippings and other cut vegetation shall be hauled off the property.

After trimming and mowing, grass clippings and other litter or debris shall be swept off sidewalks and other paved areas.

Care must be taken when mowing and trimming around trees so the bark is not damaged.

Grass Cutting and Trimming

Performance: Grassed areas shall be mowed to a height of not less than two inches above the surface of the soil and not more than three inches above the soils' surface. Grass adjacent to buildings, utilities, trees or fences, uncut by larger mowers, shall be cut by smaller mowers. This does not constitute trimming.

Trimming: Each time the grass of an area is mowed; all grass shall be trimmed even with the edges of all curbs, sidewalks and driveways. Grass, brush, weeds and other vegetation growing beside walls, guy wires, poles, shrubs, trees, foundations, garbage can pads, fire hydrants or any object within the designated areas shall be cut at a height consistent with the adjoining turf areas.

Time of Completion

All construction activities or alteration operations within the city shall be performed only between the hours of 7:00 A.M. and 5:00 P.M. Variations from these limitations shall be allowed in the case of maintenance or operations of safety and traffic control devices such as barricade, signs and lighting or the construction of an emergency nature. The Contractor shall commence work not earlier than May 1, 2019 nor later than April 30, 2022. Specific starting dates, during each mowing season, will be determined by the Building Inspector and are dependent upon weather and growing conditions. The Contract shall remain in force until April 30, 2022, unless earlier terminated by written notice from the City, as expressly provided herein. The Contractor shall rent equipment as needed to cover any equipment breakdowns. Notwithstanding the terms, the City may, at its election, terminate this Contract prior to the end term, for any reason or for no reason, upon sixty (60) days prior written notice to Contractor

Safety

The Contractor shall be responsible for maintaining traffic control as needed. Public safety is of prime importance. Guards shall be in use and present on all mowing equipment to prevent debris from being projected from blades. Mowing equipment shall never be left unattended. The City reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions were not being observed. The Contractor shall comply with all OSHA requirements. The Contractor shall keep a daily record with respect to all injuries or incidents of damage occurring in, or near to the site of the work or as a result of the Contractor's activities. Such information shall be supplied to the City within twenty-four (24) hours after the day of occurrence.

Removal of Debris

All debris generated by mowing or grounds maintenance operations shall be removed from the site within two hours after debris has been collected, unless authorized by the Building Inspector or his representative. No debris is to remain in the street or on the sidewalk overnight. Payment for removal and disposal of debris is to be included in the unit price. Under no circumstances will debris be left on the parkway over the weekend (Saturday and/or Sunday) or a holiday.

Damage of Property

Any damage to City or private property as a result of the Contractor's operation shall be immediately reported to the building department who will inspect after contractor completes repairs. Should the repair not be instituted soon enough, or satisfactorily in the opinion of the Building Inspector for the City of Rock Falls, the City reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor.

Equipment

Under no circumstances shall any motorized vehicles, not directly mowing the lawn, be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract.

Payment

The City will make monthly payments on this project. The successful bidder shall invoice the City monthly for any completed work, listing locations and days. Payment will be for full weeks only. Payment will be made within thirty (30) days from the date of invoice approval.

Work Hours

Work may only be performed during regular City hours. No work shall be performed prior to 7:00 A.M. and shall be completed by 5:00 P.M.

Location of Work

The location of the areas where the work is to be performed shall be within the city limits of the City of Rock Falls. Please see Exhibit A for an example of the work to be performed.

Traffic Control

The Contractor is responsible to provide at all times, adequate traffic/pedestrian control per the Manual for Uniform Traffic Control Devices requirements. The Contractor shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.

Notification

The Contractor will also provide notification to the City of Rock Falls of any accidents, injuries, or complaints by the general public to allow the department to follow-up on these matters.

The successful bidder will be notified of such by the Building Department, at which time a Contract

will need to be executed. It is the bidder's responsibility to become familiar with the City's contract.

**CITY OF ROCK FALLS
LAWN MAINTENANCE BID SHEET**

This bid, when accepted and signed by an authorized signatory of the City of Rock Falls shall become a contract binding upon both the person, partnership, or corporation, to supply or perform as specified and upon the City to accept the product or service upon its satisfaction of the Seller's compliance with the specifications herein.

CONTRACTOR:

CITY OF ROCK FALLS

(Company Name)

(Mayor)

(Street)

(Date)

(City, State, Zip)

(Email)

ATTEST:

(Phone Number)

City Clerk

Date

ATTEST:

(Signature)

(Title)

**CITY OF ROCK FALLS
LAWN MAINTENANCE CONTRACT**

This Lawn Maintenance Contract made this ____ day of _____, 2019 by and between the City of Rock Falls, an Illinois municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises as set forth herein, and for such other consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor hereby agree as follows:

1. **The Work.** City and Contractor agree that Contractor, at its own cost and expense, shall perform the following lawn maintenance services for the City, which shall include, but not be limited to:

Mowing grass (mulch clippings), picking up paper or debris, sweeping and cleaning sidewalks of mowing debris, removing excess clumps of grass and/or clippings, removing leaves, weed-whacking around obstacles, and such other lawn maintenance services as may be requested, necessary or required by the City building department (all of the foregoing, the "Work"); and

to furnish all materials, tools, equipment, and labor necessary to complete the Work in full compliance with all of the terms and requirements of this Contract, including the "Bid Specifications and Contract for Lawn Maintenance" and "Contract Bond", which documents are attached hereto and made a part of this Contract. The requested Work shall be completed within five (5) days of notification from the City building department. Adverse weather will be taken into consideration from the City building inspector as to the time period by which to complete the Work.

2. **Contract Term.** This Contract shall be for a term of three (3) years, beginning on May 1, 2019 and ending on April 30, 2022, unless earlier terminated in accordance with the terms herein. The City shall, at its election, have the right to terminate this Contract, for any reason or for no reason, upon sixty (60) days prior written notice to Contractor.

3. **Payments.** On or before the first (1st) day of each month, the Contractor shall submit to the City a written "Application for Payment" showing the value of Work completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for Work consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). Payments made to Contractor shall be at the unit prices accepted by the City and established on the "Bid Submittal Form City of Rock Falls Lawn Maintenance", which document is incorporated herein by reference.

4. **Contractor Representations.** Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the place of its origin and that it possesses all the authority necessary to enter into this Contract and perform the obligations of Contractor hereunder.

5. **Default.** A party is in default and may immediately terminate this Contract if: (i) either party violates any representations or warranties herein; or (ii) either party otherwise breaches a material provision herein, including but not limited to the failure of Contractor to complete the Work, and such breach is not cured within fifteen (15) days after the non-breaching party provides

written notice of such breach.

6. **Indemnification.** To the extent permissible under applicable law, each party hereby covenants and agrees to indemnify and save harmless the other party, its agents and employees from all liabilities, damages, charges, expenses, fees, attorney fees and costs on account of or by reason of any injuries, liabilities, claims, suits or losses owing to the indemnifying party's negligence, willful misconduct, or breach of applicable laws and regulations. The party being indemnified may at its option select counsel at its own expense and participate in any indemnification proceedings.

7. **Insurance.** Contractor shall purchase and maintain throughout the term of this Contract commercial general liability insurance written on an occurrence basis with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such coverage shall include, but not be limited to, property damage and personal injury liability. Contractor shall also purchase and maintain motor vehicle insurance with a limit of not less than \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with no-fault coverage as required by law. Contractor shall carry such workers compensation insurance as required by state law. If applicable, the City of Rock Falls, its officials, agents and employees, shall be named an additional insured on all policies hereunder.

8. **Assignment of Contract.** This Contract shall not be assigned by the Contractor without the prior written consent of the City.

9. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

If to City:

City of Rock Falls
603 West 10th Street
Rock Falls, Illinois 61071
Attn: Building Inspector

If to Contractor:

Attn: _____

Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

10. **Independent Contractor.** Neither party becomes the agent or legal representative of the other party as a result of this Contract, nor does it create a partnership or joint venture between the parties. It is expressly understood that Contract is an independent contractor and that nothing herein shall be construed to create an agency relationship between Contractor and City.

11. **Non-Waiver.** The failure of a party to insist on the strict enforcement of any provision herein

will not constitute a waiver of the provision or of either party's rights or obligations. No waiver of any provision herein will be binding unless in writing and signed by both parties.

12. **Entire Contract.** This Contract (including the contract documents) represents the entire agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. Terms contained herein and those contained in the Specifications and Contract Documents shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

13. **Miscellaneous.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, entity or entities may require. All headings are for convenience only and shall not constitute binding language.

14. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site(s) of the proposed Work, investigated and become familiar with all the local conditions affecting the Contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will not be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

This Contract is executed as of the day and year first written above.

CITY OF ROCK FALLS
603 West 10th Street
Rock Falls Illinois 61071

ATTEST:

By: _____
William Wescott, Mayor

By: _____
Eric Arduini, City Clerk

CONTRACTOR

By: _____
Its: _____

ATTEST:

By: _____

BID SUBMITTAL FORM
CITY OF ROCK FALLS

Lawn Maintenance 2019-2022

Bid pricing:

Lot Size:	Grass Height 8-12"	Grass Height 12"+
50' X 75'	\$ _____	_____ unit price
50 X 100'	\$ _____	_____ unit price
50' X 150'	\$ _____	_____ unit price
50' X 200'	\$ _____	_____ unit price

Company Name: _____

Owner: _____

Business Address: _____

Phone Number: _____

Email: _____

Owner Signature

Date

HOLD HARMLESS AGREEMENT

_____ agrees to defend, indemnify and hold harmless, the City of Rock Falls, of and from any and all claims or judgments and all and any loss, cost, damage or expense, including attorney's fees, arising out of any of the activities of _____ (Company Name)

In a contract for:

Lawn Maintenance 2019-2022

(Company Name)

By: _____
(President)

Attest: _____
(Secretary)

Seal of Corporation

Bidder's Reference List:

Name of Municipality or Company

Contact Person

Phone Number or Email

Type of work performed

Name of Municipality or Company

Contact Person

Phone Number or Email

Type of work performed

Name of Municipality or Company

Contact Person

Phone Number or Email

Type of work performed

Bidders may make copies of this form and provide as many references as they wish.

Exhibit A

2018 Grass Mowing Addresses	
EXAMPLES	
ADDRESS	#of Times Mowed
504 E 9th St	2
213 E 8th St	2
241 Ave F	5
1606 4th Ave	3
1200 W 15th St	4
214 W 12th St	3
1206 13th Ave	4
1114 Arland St	3
1006 Ave A	2
207 Stanley Crt	5
706 7th Ave	1
215 Ave D	4
1116 1st Ave	2
1015 9th Ave	5
711 9th Ave	4
222 Martin Rd	1
213 Stanley Crt	3
201-1/2 7th Ave	1
1501 Wike Dr	1
200-1/2 E 4th St	3
913 W 2nd St	1
212 3rd Ave	1

504 E 3rd St	1
400 Ave B	4
E 17th St/Ind Prk Rd	1
500 15th Ave	1
1512 Flock Ave	1
1406 9th Ave	3
611 5th Ave	1
1207 W 23rd St	2
215 2nd Ave	1
210 Ave E	2
1004 10th Ave	2