

**INVITATION TO BID
MOWING AND MAINTENANCE
OF CITY PROPERTIES**

Sealed bids for Mowing and Maintenance of City Properties will be received at the Carmi City Clerk's office 225 East Main Street Carmi IL 62821 until 10:00 a.m. September 15, 2022. Specifications and a list of properties are available at cityofcarmi.com/mowing. For additional information you may call 618-384-2001 or email: clerk@cityofcarmi.com

Cynthia J. Attebury
Carmi City Clerk

This contract is not subject to payment of Prevailing Wages. Each contractor is to submit their bid as indicated in the Specifications. Emailed or faxed bids will not be accepted. The City reserves the right to reject any or all bids and to waive any informality in bidding.

SPECIFICATIONS

Mowing and Maintenance of City Properties

DEFINITIONS:

The Term "City" whenever used in the contract documents shall be construed to mean the City of Carmi.

I. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

II. Insurance Requirements:

The Contractor will be required to meet the City of Carmi insurance requirements. Unless otherwise specified the Contractor shall, name the City of Carmi as an additionally named insured in the following minimum amounts with specific coverage which includes:

Property Damage \$1,000,000 (each accident)
Bodily Injury \$500,000 (each person) \$1,000,000 (each accident)
Liability Insurance: \$1,000,000 each occurrence

For further questions, contact the Carmi City Clerk's office at 618-384-2001.

III. Scope of Work:

Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the mowing, string trimming and cleanup maintenance services for the City properties, (see map) for the period commencing approximately the month of April in each successive year, subject to need. Work shall continue through the growing season each year, subject to conditions.

The Contractor shall accomplish all lawn maintenance required under the contract. All work shall be completed in a continuous manner, whereby the mowing, edging, trimming, etc., be completed before leaving the job site. Prior to any mowing, remove litter from all sites. At no time shall any litter be mowed over. All areas shall be mowed every week, if needed throughout the growing season, unless otherwise directed by a City representative. All grass clippings and debris, shall be removed from the

sidewalks, parking lots, and streets etc. at the time cutting takes place. The final appearance after mowing shall present a neat appearance. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and the Contractor shall be responsible for damage caused by its operations. The Contractor shall be responsible for damage to any plant material or site features caused by the Contractor or his/her employees. The Contractor will be notified in writing of the specific nature of the damage and cost of repair. The City will, at its option, invoice the Contractor for the payment, or reduce payment by the amount of the repairs to the Contractor. Mowing cycles shall commence on or about April 15 and continue through the growing season, subject to conditions.

IV. EQUIPMENT – All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition.

V. BASIS OF PAYMENT

1. Mowing will be paid for at the contract unit price per cycle per location on a monthly basis.

If, in the opinion of the City of Carmi Public Works Department, the contractor has not or is not satisfactorily performing the work covered by this specification, and within forty eight (48) hours of receipt of a written demand from the City of Carmi, for performance, has not cured any defect in performance specifically itemized in such demand, the City of Carmi may, at its option:

- a. Withhold payment.
- b. Consider all or any part of this contract breached and terminate the contractor, or
- c. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- d. Any demand for performance shall be specifically delivered to contractor by personal delivery or certified or registered mail.

The City will make periodic inspections and follow up as needed with the contractor to discuss any issues etc.

VI. Billing/invoicing:

All billing and invoicing should be done on a monthly basis with detailed itemized billing. Each location mowed should include the dates the work was performed and the total cost breakdown. Billing documentation must be submitted to the City Treasurer’s Office by the 25th day of each month.

VII. Rejection of Bids:

- A. The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Any bid not conforming with the specifications or requirements set forth by the City in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

VIII. Award of Bid:

A. Formal bid submission shall be tabulated and a recommendation shall be prepared by the City Clerk's Office. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.

B. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Contractor shall be responsible for identifying all costs to complete the project on time in accordance with the Specifications.

C. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

D. The City Clerk shall tabulate all formal bids received meeting the requirements to the Carmi City Council for consideration of awarding a formal contract.

E. **Renewal Option:** The contract shall be for a **two** year period, but may be extended on an annual basis at the option of the City of Carmi in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

IX. Additional Items

A. CONTRACT REQUIREMENTS

The successful bidder will be required to enter into a contract with the City of Carmi consistent with the terms of this Request for Proposal which should contain the following terms:

1. Wage Rate Requirements

a. The type of work under this contract is not subject to prevailing wages per the Illinois Department of Labor's [Prevailing Wage Landscaping FAQ](http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx) (<http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx> accessed March 4, 2015).

B. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of

Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to one hundred and fifty percent (150%) of the amount of such claim in a form and substance satisfactory to the City. In

any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

C. COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Cynthia Attebury, Carmi City Clerk Date

Attest _____ Title _____

(Printed Name of Contractor)

Address City State Zip Code

Contractor Signature Title Date

CONTRACTOR BID AGREEMENT

TO: City of Carmi 225 East Main Street Carmi, IL. 62821

The undersigned bidder, in compliance with your advertisement for bids and for work as specified in the related documents prepared by the City of Carmi, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the scope of work and at the price provided. Bidder certifies this bid to be for the project described in the Specifications and to be in accordance with specifications and Contract documents, including the invitation for bids.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____