

GRASS and WEED ABATEMENT

Nunda Township Supervisor's Office is seeking proposals for the removal of weeds, high grass, or unsightly plant growth on private property as ordered by Nunda Township. Proposal/Bid must be submitted to Nunda Township Supervisor's office, 3510 Bay Road, Crystal Lake, IL 60012 before 4:00 p.m. on June 1, 2018.

SCOPE OF PROJECT

The Contractor shall furnish all supervision, technical personnel, labor and materials, machinery, tools, equipment, to include hauling, and perform and complete all work required for the cutting of weeds, high grass, and unsightly plant growth and any/all supplemental work required for the completion of the project, all in strict accordance with the specifications attached, and in compliance with all policies and procedures of regulatory agencies; on violation sites within Nunda Township, when and as designated in Notices To Proceed issued pursuant to the General Conditions below.

GENERAL CONDITIONS

1. Proposal

The proposal shall be made on a form of proposal and received by the Nunda Supervisor's Office on or before the time specified above.

2. Procedures

Any proposal may be withdrawn prior to the specified time for opening or any authorized postponement thereof. No proposal received after the specified time will be considered. Nunda Township reserves the right to waive any informalities or minor defects in the proposals or proposal procedures.

3. Qualifications

Nunda Township reserves the right to require the successful bidder to file proof of their ability to properly execute the project together with their record of successful completion of similar work. Nunda Township reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy Nunda Township that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

4. Acceptability of Proposals

Nunda Township reserves the right to reject any and all proposals submitted, or to advertise for new proposals at a later date if all proposals are rejected. Nunda Township reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding forty five (45) days after the date of the opening of the proposals

5. Indemnification

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against Nunda Township and shall indemnify and hold harmless Nunda Township and its officers, officials, employees, consultants, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or

death, or injury to or destruction of property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which Nunda Township would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, Nunda Township, its officers, officials, employees, consultants, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under any required insurance or otherwise required of Contractor.

6. Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to Nunda Township.

The Contractor and his Subcontractors shall procure and maintain during the term of this Agreement insurance of the types and minimum amounts as follows:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:
 1. \$1,000,000.00 General Aggregate
 2. \$500,000.00 Products Completed Operations Aggregate
 3. \$500,000.00 Personal and Advertising Injury
 4. \$500,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles)
 - a. Bodily Injury:
 - \$500,000.00 Per Person
 - \$500,000.00 Per Accident
 - b. Property Damage:

\$500,000.00 Per Occurrence

4. Umbrella Excess Liability:

\$1,000,000.00 over Primary Insurance

The Contractor's Insurance Policy shall name Nunda Township as an insured by a policy endorsement. Certificates evidencing such insurance shall be furnished to the Nunda Township Supervisor before commencement of any work.

7. Commencement of Work

The contractor shall commence work within five (5) working days after the date of "Notice to Proceed", sent via email (or text) from the Nunda Township Supervisor and the contractor shall complete all work within five (5) working days, weather permitting. Date and Time of work shall be coordinated with Nunda Township.

8. Payment

The Contractor will be paid a per lot size specified rate for mowing or brush hog work. This rate shall include all fees for the labor for operating the equipment, fuel for all equipment utilized to perform the work, any other equipment necessary to perform the work. No additional fuel surcharges will be accepted for the length of the initial contract. The Contractor shall provide Nunda Township with a monthly invoice for all work done within the last month. This invoice shall contain:

- Company Name, Address, Phone number, email address
- Invoice # and Date
- Address, Description and Cost of Work for each address
- Grand Total

9. Subcontractors

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to Nunda Township and provide Nunda Township with the Subcontractor's Certificate of Insurance by a policy endorsement in the same amounts set forth in paragraph G.

10. Guarantee

The Contractor shall guarantee all work performed to be free from defects of materials and workmanship prior to final acceptance.

11. Termination by Nunda or Contractor

This Contract may be terminated by either party hereto at any time by giving thirty (30) days prior written notice to the other. The parties agree that amounts due and owing at the time of the Contract's termination shall be paid.

12. Default

If Contractor fails to perform under the Contract, Nunda Township may immediately terminate the Contract.

13. Disputes

Jurisdiction for any dispute shall be in the Circuit Court of McHenry County, Illinois.

TECHNICAL SPECIFICATIONS

GRASS and WEEDS

1. Cut all weeds, high grass and unsightly plant growth on the property to a height of 3 inches to 3 ½ inches. If cuttings do not mulch to a point where they are no longer visible, they shall be recut or removed and properly disposed at a landfill or recycling center that is approved and licensed to accept such material. Properties that need to be “double cut” need to be approved by Nunda Supervisor.
2. Properties with weeds, high grass and unsightly plant growth, including saplings, 1½ feet tall or greater in height may require cutting with a brush hog. Clean height cutting is not required to be cut a second time and clippings can remain.
3. Cultivated flowers and gardens are excluded from cutting.
4. Where structures are located on properties, areas not accessible by the mowers or tractors must be trimmed using smaller equipment.

EXHIBIT "A"

Mowing (Including all Fees)

Lot Size per McHenry County Real Estate Records

Lot – Up to ¼ acre (10,980 sq. ft.)

Total \$_____.00 per lot Double cut \$_____.00 (at Nunda Request ONLY!)

Lot – ¼ acre up to ½ acre (21,780 sq. ft.)

Total \$_____.00 per lot Double cut \$_____.00 at (Nunda Request ONLY!)

Lot – ½ acre up to 1 acre (43,560 sq. ft.)

Total \$_____.00 per lot Double cut \$_____.00 (at Nunda Request ONLY!)

Lot – per acre (43,560 sq. ft.)

Total \$_____.00 per acre Double cut \$_____.00 (at Nunda Request ONLY!)

Brush Hog (Including all Fees)

Lot – Up to ¼ acre (10,980 sq. ft.)

Total \$_____.00 per lot

Lot – ¼ acre up to ½ acre (21,780 sq. ft.)

Total \$_____.00 per lot

Lot – ½ acre up to 1 acre (43,560 sq. ft.)

Total \$_____.00 per lot

Lot – per acre (43,560 sq. ft.)

Total \$_____.00 per acre

Lot – per acre (43,560 sq. ft.)

Total \$_____.00 per acre

Company Name: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Print Name/Title: _____

Phone Number: _____

Cellular Phone Number: _____

E-Mail Address: _____

Note: Failure to submit bid on this form may be cause for disqualification

REFERENCES

Please list below two references where your company has performed similar work and within the past 24 months.

Organization: _____

Contact Name: _____

Phone Number: _____

Organization: _____

Contact Name: _____

Phone Number: _____

GRASS and WEEDS ABATEMENT CONTRACT

This is an Agreement made and entered into the _____ day of _____, 2018,
by and between Nunda Township (hereinafter called the "Nunda") and
_____ (hereinafter called the "Contractor").

1. Contractor agrees to provide cutting services, as described in the Grass and Weed Abatement request for proposals and Contractor's response thereto which are attached hereto as Exhibit 1 (and described in Paragraph 6), when and as requested by Notice to Proceed issued pursuant to this contract in consideration for payments by Nunda as stated below in section 2 of this Contract.
2. Nunda agrees to pay Contractor for mowing services, in the amounts set forth under "Grass and Weeds Mowing Services" in Exhibit A incorporated herein.
3. Nunda and Contractor agree that all other terms and conditions of this Contract shall conform to the provisions of Exhibit 1 and incorporated herein for which the Contractor's bid has been accepted.
4. Nunda and Contractor agree that this Contract and Exhibit 1 constitute their whole agreement.
5. Except as otherwise provided below, this Contract terminates on _____, 2019, but Nunda shall have the option of renewing this Contract for additional terms of one year each, on the terms and conditions as the parties may mutually agree.
6. The Contract documents consist of the General Conditions, Technical Specifications, Grass and Weed Abatement Contract, Exhibit A, and References which together with this Agreement form the Contract. All definitions set forth in the General Conditions are applicable to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Nunda Township:

_____ Date: _____
Kelvin Lee Jennings, Nunda Township Supervisor

Contractor:

_____ Date: _____
Print Name/Title

ATTEST: Witness:

_____ Date: _____
Print Name/Title