


DEC 03 2007

  
City Clerk

**ORDINANCE NO. 2609**

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO EMPLOY ALL TYPE TREE SERVICE, INC. OF WATERLOO, ILLINOIS TO PERFORM LEAF REMOVAL PICK UP IN THE CITY OF COLUMBIA, ILLINOIS.**

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") accepted the bid and awarded the contract to All Type Tree Service, Inc. of Waterloo, Illinois (the "Contractor") at a regular meeting of the City Council held December 3, 2007 to perform leaf removal pick up services throughout the City;

WHEREAS, the Contractor has executed and delivered to the City an Agreement to employ the Contractor to do and perform the work involved and the Contractor has provided the City with the required certificate of comprehensive liability insurance which names the City as an additional insured, which is in due and proper form; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Agreement to employ the Contractor to do and perform the work involved for the leaf removal pick up services aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The Mayor is hereby authorized and directed to make and enter into the Agreement dated January 1, 2008 to employ the Contractor to perform the leaf removal pick up services described above (which is more particularly described in the employment Agreement), in the form attached, in at least two (2) counterparts.

**Section 3.** The City Engineer, Ronald J. Williams, P.E., is directed to deliver to the Contractor the Contractor's copy of the Agreement and to proceed with the preconstruction conference, if any, and the performance of the work involved.

**Section 4.** This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberkfell, Stumpf and

Mayor Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 3<sup>rd</sup> day of December, 2007.

  
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KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MONROE        )

**CERTIFICATE OF TRUE COPY**

I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2609, entitled:

**“AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO EMPLOY ALL TYPE TREE SERVICE, INC. OF WATERLOO, ILLINOIS TO PERFORM LEAF REMOVAL PICK UP IN THE CITY OF COLUMBIA, ILLINOIS.”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 3<sup>rd</sup> day of December, 2007.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 3<sup>rd</sup> day of December, 2007.

  
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WESLEY J. HOEFFKEN, City Clerk

(SEAL)

BID PROPOSAL FOR  
CITY OF COLUMBIA, IL, LEAF REMOVAL 2008

This agreement, entered into as of January 1, 2008, (the "Agreement"), between the City of Columbia, Illinois (the "City") and All Type Tree Service (the "Contractor"), with offices at 3330 Keim Road, Waterloo, IL 62298. Inconsideration of the representations and agreements set forth herein, and intending to be legally bound hereby, the City and Contractor agree as follows:

The Contractor shall perform leaf removal pick-up for the City. The City will direct the Contractor to perform its work in designated locations on dates provided by the City. The Contractor shall not return to any one location until an entire sweep of the city has been completed.

The Contractor shall provide a minimum of 2 trucks and 2 billygoat vacs when performing leaf removal pick-up.

The Contractor shall provide a detailed list of homes where service is rendered.

The City shall pay the Contractor a total rate, including all costs and profit, of \$135.00 per hour for a 2 person crew and \$145.00 per hour for a 3 person crew. These rates shall apply as long as the gas prices are \$2.79 or more per gallon. If the gas prices fall below \$2.79 per gallon the total rate will be \$130.00 per hour for a 2 person crew and \$140.00 per hour for a 3 person crew. Should the gas prices exceed \$3.50 per gallon, the rates shall be \$140.00 per hour for a 2 person crew and \$150.00 per hour for a 3 person crew. The City shall pay the Contractor partial payments as work progresses. The hourly rate each day shall begin when work starts at the first house visited and end when the leaf waste has been dumped at the end of the day.

The Contractor will not be required to pick up and remove piles of gumballs, branches, grass clippings, or other debris. However, it is understood that a minimal amount of gumballs and other yard waste may be mixed in with the leaves

The Contractor will not be required to perform during periods of inclement weather, but shall be required to resume work as soon as weather permits.

Should the Contractor not perform the effort in accordance with this Agreement, the City may, at its sole option, terminate this Agreement and Contractor shall reimburse City for all additional expenses the City incurs to perform the work itself or to obtain another company to perform the leaf removal pick-up.

The Contractor shall maintain and provide an acceptable Certificate of Insurance to the City containing the following minimum insurance coverages:

Comprehensive General Liability	\$1,000,000 each occurrence
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Bodily Injury \$3,000,000 aggregate  
Property Damage \$5000,000 each occurrence  
Or  
\$1,000,000 combined single limit  
\$3,000,000 aggregate limit

Contractor shall perform work in accordance with all federal, state, and local laws, ordinances, and regulations.

Contractor agrees to indemnify and hold harmless City, including its officials and employees, from and against any and all claims, demands, actions, suits, causes, damages, and expenses (including reasonable attorney fees) for personal injury to or death of persons and damage to City's property or facilities or the property of any other person or corporation due to the fault of Contractor.

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This agreement shall terminate on December 31, 2012.

CONTRACTOR

CITY

All Type Tree Service, Inc.

City of Columbia, Illinois

Dawn M. Brucher  
Signature

\_\_\_\_\_  
Signature

Dawn M. Brucher  
Printed Name

\_\_\_\_\_  
Printed Name

Sec/Treas. 9/19/04  
Title Date

\_\_\_\_\_  
Title Date