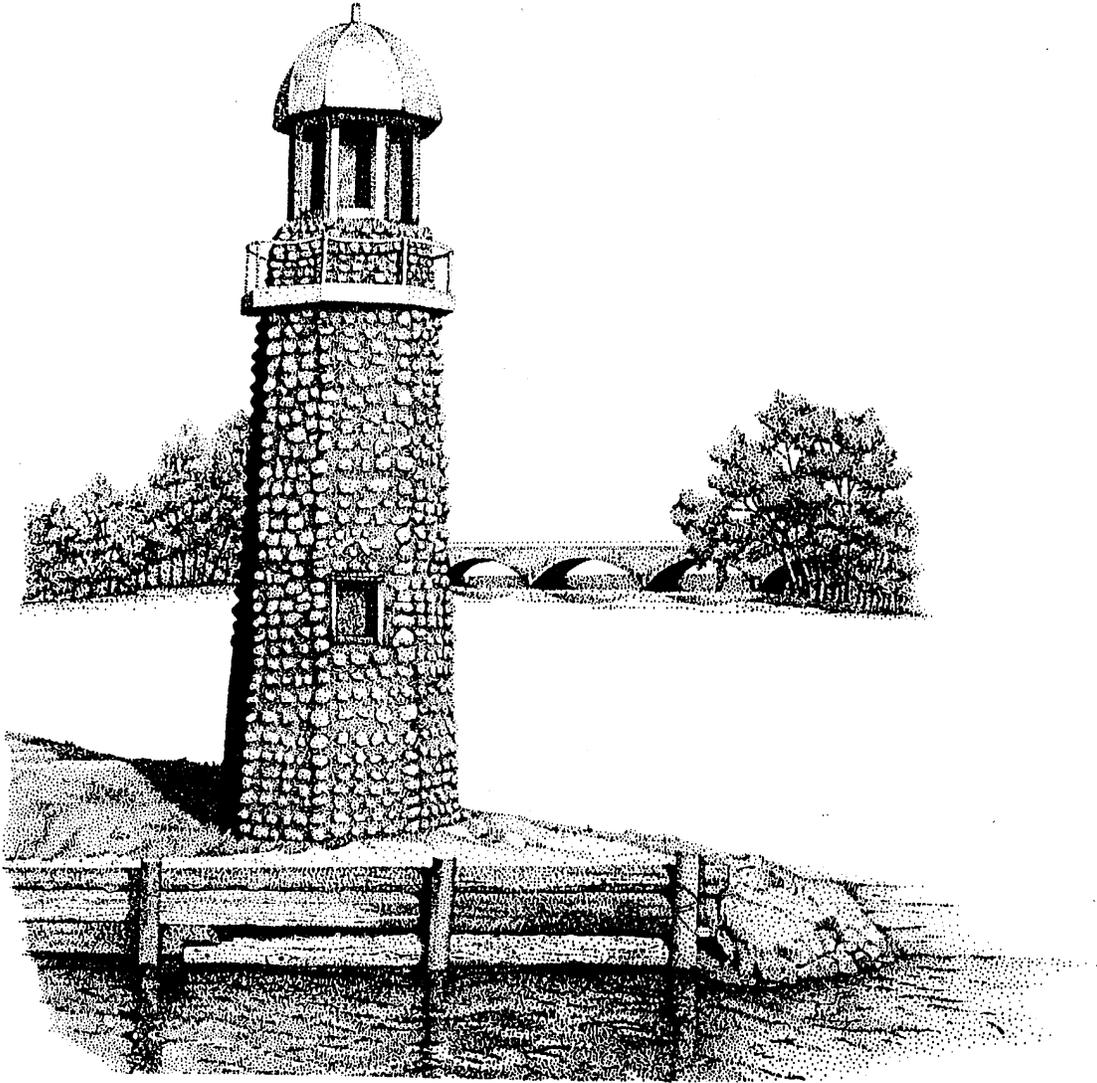




# CITY OF THREE RIVERS



## **CITY WIDE MOWING CONTRACT** Specifications & Bid Documents February 2023

# Table of Contents

Invitation to Bid.....	2
Section 1.0 – Explanation of Services, Bidding and Service Agreement .....	3
1.1 Scope of Work .....	3
1.2 Contract Period .....	3
1.3 Bidding Process.....	3
1.4 Bidder Qualifications.....	4
1.5 Award of Contract and Notice to Proceed .....	4
1.6 The Contract .....	5
ARTICLE 1 – The Work .....	5
ARTICLE 2 – Alterations .....	5
ARTICLE 3 – Assignment of Contract .....	5
ARTICLE 4 – Owner’s Right to Complete .....	6
ARTICLE 5 – General Stipulations .....	6
ARTICLE 6 – Payment.....	7
Section 2.0 – Contractor Operations .....	9
2.1 Mowing .....	9
2.1.1 Equipment .....	9
2.1.2 Mowing Season.....	9
2.1.3 Mowing Intervals per Site .....	9
2.1.4 Seasonal Mowing Heights .....	10
2.1.5 Removal of Trash & Debris .....	10
2.1.6 Branches and Leaves.....	10
2.1.7 Grass Clippings .....	10
2.1.8 Existing Plant Material and Utility Appurtenances .....	11
2.1.9 Cemetery Care.....	11
2.1.10 River Edges .....	11
2.1.11 WWTP Berm .....	12
2.1.12 Payment .....	12
2.2 Weed Whipping (String Trimming) .....	12
2.2.1 Equipment .....	12
2.2.2 Timing of Operation.....	13
2.2.3 Existing Plant Material .....	13
2.2.4 Objects to be Trimmed.....	13
2.2.5 Payment.....	13
2.3 Edge Pavement, Sidewalks, and Trails.....	13
2.3.1 Equipment .....	13
2.3.2 Description of Work Operation.....	13
2.3.4 Edging Intervals .....	13
2.3.5 Payment.....	14
2.3.6 Location specific edging descriptions .....	14
Section 3.0 – Bid.....	15
Section 4.0 – Non-Discrimination Clause .....	18
Section 5.0 – Copeland Anti-Kickback Act.....	19
Contract Maps.....	20

**Invitation to Bid**

City’s Representative: Direct questions to Amy Roth – aroth@threeriversmi.org

Documents on File: Department of Public Services  
1015 South Lincoln Avenue  
Three Rivers, MI 49093 269-273-1845

Document Deposit: Plans and Contract Documents may be obtained at the Department of Public Services, 1015 South Lincoln Avenue, Three Rivers, Michigan (269) 273-1845. **A non-refundable Twenty dollars (\$20) fee will be charged for paper version of documents. No fee if downloaded, but contractor must e-mail Amy Roth to be included for addendums.**

Owners Right: The right is reserved by the City to award, accept or reject any or all proposals, to waive irregularities in any proposals, to delete any one or more parts or divisions in the interest of the City.

## **Section 1.0 – Explanation of Services, Bidding and Service Agreement**

### ***1.1 Scope of Work***

- A. The City of Three Rivers desires to retain a landscape contractor(s) to provide turf maintenance to several parcels of publicly owned land. There are seventeen (17) areas to be included in the contract for services totaling approximately 100 acres of mowable land. See Section 2.0 of this document and the included maps of contract locations for additional description of services and areas to be included in this contract.
- B. Contractor is responsible for familiarizing himself/themselves with areas listed in this contract, obstacles to be trimmed around, terrain, slopes and lawn texture.
- C. For 2023, and additional spring project will include river edge clearing. A description for this is provided in Section 2.0.

### ***1.2 Contract Period***

- A. The contract period for this service shall be April 1, 2023 to March 31, 2026

### ***1.3 Bidding Process***

- A. The City of Three Rivers reserves the right to accept or reject any and all bids provided in this process, and to waive any informalities in the proposals.
- B. No bid may be withdrawn for thirty (30) days after the deadline.
- C. Bids may be submitted up to **2:00 pm, Thursday, February 23, 2023**. Bids are to be delivered to the City Clerk, Three Rivers City Hall, 333 W. Michigan Ave. in an opaque envelope with the words **“City Wide Mowing Contract”** clearly printed on the outside. Also include the name, address and contact person of the company providing the bid, on the outside of the envelope.
- D. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of corporation must be shown below the signature.
- E. The Commission will consider bids at their regular meeting on **Tuesday March 7, 2023 @ 6:00 pm.**

## **1.4 Bidder Qualifications**

- A. Bidder and bidder's employees shall have a minimum of two (2) years experience in commercial property maintenance.
- B. Bidders will supply the following enclosed with their bid documents:
  - Complete list of equipment to be used in carrying out the contract services.
  - A listing of at least three (3) commercial references, including company name, contact person and phone number, for past and current mowing contracts of similar size and scope.
  - A listing of personnel who will be involved in the performance of this contract, and their related commercial property maintenance experience.
  - A statement as to the company's employee training and safety procedures.
- C. In addition to price in the award, the City may give consideration to the skill, capacity and experience of the bidder and bidder's employees to perform the contract to the satisfaction of the City.

## **1.5 Award of Contract and Notice to Proceed**

- A. Award will be made to the Contractor(s) that provides the lowest bid for each contract portion (A and B).
- B. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by the City of Three Rivers indicates that the award will be in the best interest of the City.
- C. If the contract is to be awarded, the City will provide a Notice of Award within thirty (30) days after the day of the bid opening. The Contractor will then have seven (7) days to respond with an Acceptance of Award.
- D. Before a Notice of Award is provided to the Contractor, they will have two (2) weeks from the official Acceptance of Award to provide the following:
  - A certificate of General Liability Insurance in the amount of \$2,000,000 combined single limit for property damage and personal injury. Contractor shall name the City of Three Rivers as **"ADDITIONALLY INSURED"** as pertaining to the performance of mowing services for the term of this agreement.
- E. The Notice to Proceed will be provided (upon receipt of the above-mentioned certificates) to the Contractor and Contract Documents signed by all parties prior to the Contractor beginning work or the City accruing costs associated with the provision of service.

## **1.6 The Contract**

THIS CONTRACT, made the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between \_\_\_\_\_ hereinafter called the “Contractor” and the City of Three Rivers, Michigan, hereinafter called the “Owner”. Whereas, the Owner is desirous of having the Contractor perform duties related to the City of Three Rivers titled “City Wide Mowing – Contract \_\_\_\_\_” and the Contractor has agreed to the same for the contract herein named; the Contractor and the Owner agree as follows:

**ARTICLE 1 – The Work** – It is agreed that the Contractor shall furnish all the equipment and perform all of the work shown on the Drawings and described in the Specifications entitled, “City of Three Rivers, City Wide Mowing Contract” as prepared by the City, and shall do everything required by the Contract Documents; the Contract Documents being hereby defined to include the Contract, Bonds, Certificates of Insurance, Drawings, Specifications, Bid Proposal Form, Instructions to Bidders, Advertisement, and any supplements thereto agreed to by both parties.

**ARTICLE 2 – Alterations** – It is agreed that the Contractor shall make alterations to the work under this Contract, as the Owner may especially order in writing. Compensation for such alterations shall be determined by the unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the Owner and the Contractor.

The Owner at his discretion may furnish to the Contractor any materials or supplies or transportation required for extra work. The Contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the Owner and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor shall be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the Owner.

It is further agreed that no claim against the Owner on account of alterations shall be valid unless such work had been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the monthly billing invoice.

**ARTICLE 3 – Assignment of Contract** – It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No sub-letting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this Contract, or his claim thereto, except with the written consent of the Owner to do so.

**ARTICLE 4 – Owner’s Right to Complete** – It is agreed that; if at any time the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of this insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the City’s Representative; or if he should willfully and repeatedly violate any of the substantial provisions of this Contract; then in such case the Owner, upon receipt of a certificate from the City’s Representative stating that sufficient cause exists to justify such action and stating the nature of said cause, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract, or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative service, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the Owner the amount of such excess.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Contract.

**ARTICLE 5 – General Stipulations** – It is agreed that the Contractor shall comply with the following general stipulations:

Permits and Regulations – The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work.

Public Liability and Property Damage Insurance – The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this

Contract from claims for damages for personal injury including accidental death, as well as from claims for property damages which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall present the City with a copy of the policy which names the City of Three Rivers as “additional insured”. The minimum amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$2,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of an accident; and Property Damage Insurance in an amount of not less than \$2,000,000.

The Contractor shall require subcontractors, if any, not protected under the Contractor’s Insurance policies, to take out and maintain Public Liability Insurance and Property Damage Insurance in the amounts set forth above. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

Labor Laws and Ordinances – The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work, and all the laws and requirements of the Owner regulating or applying to public improvements.

Patents and Patent Rights – The Contractor shall protect and save the Owner harmless against all claims or actions brought against the Owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine, or appliance used by him in this work.

**ARTICLE 6 – Payment** – And it is hereby agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named.

Such an amount shall be modified by such sum for alterations as may have been determined under the provisions of Article 2 herein and diminished by such sums as the Owner may lawfully deduct for work accomplished with non-compliant equipment as described in Section 2 of these specifications.

At about the close of each month during which satisfactory progress has been made toward the completion of the work the Contractor will make and submit a monthly billing invoice indicating the property mowed and value of the work which has been done under this contract during the month, or since the date of the last preceding estimate. Such statement shall be made by a consideration of accounts for labor and work satisfactory performed. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the Contractor shall demand partial or final estimates or payments he shall furnish to the Owner, if and when requested to do so, supported, if

requested, by sworn statements, satisfactory evidence that all persons, who have supplied labor, materials, or equipment for the work embraced under this Contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the Owner shall deem necessary to meet the lawful claims of such persons may be retained by the Owner from any moneys that may be due to or become due to the Contractor under this Contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

As soon as practicable after such monthly billing invoice is made up and certified and upon its approval by the Owner, the Owner shall pay to the Contractor, on account, a sum equal to one hundred percent (100%) of the amount of such invoice; except that the Owner may deduct and retain out of any such partial payment of sum sufficient to meet any un-discharged obligations of the Contractor for labor, materials or equipment furnished for the work.

The progress estimates and payments thus provided for will include all alterations which may be done under the provisions of Article 2 of this Contract on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals; in quadruplicate, the date and year first above written.

WITNESSES

CITY OF THREE RIVERS, MICHIGAN

\_\_\_\_\_

By \_\_\_\_\_  
City Manager

\_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

WITNESSES

(NAME OF CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Approved as to Form and Content

An appropriation has been made and funds are available.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Accounting Officer

## **Section 2.0 – Contractor Operations**

### **2.1 Mowing**

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance, delay or damage to public property. The equipment shall be capable of doing a neat job of mowing without misses or skips.

#### **2.1.1 Equipment**

Equipment shall meet all federal, state, and local safety requirements. A minimum of two (2) production mowers shall be available to be used concurrently within the contract area. The production mowers must have a minimum 42” cutting deck width. The equipment must be commercially available, in good repair, and shall be maintained so as to produce a clean, sharp cut to the grass at all times. At any time, the City’s representative may make inspections to the equipment, if deficiencies are found, mowing operations will cease until equipment has had maintenance procedures completed to bring said equipment into compliance with no cost to the city for operations completed with noncompliant equipment. Equipment which in any way pulls or rips grass, or damages the turf through scalping or rutting shall not be allowed and will be deemed non-compliant. If such damage is identified by the City’s representative, it will be brought to the attention of the Contractor in the form of a written warning. A payment deduction will be incurred by the Contractor if damage continues. Failure to correct the problem may result in cancellation of the Contract. The Contractor will provide their own means of transporting equipment between contracted mowing locations. Trailer must meet Department of Motor Vehicle’s specifications.

#### **2.1.2 Mowing Season**

The mowing season will begin April 1 and end November 30.

#### **2.1.3 Mowing Intervals per Site**

Weekly (as needed):

- Gleason Ball Fields
- Memory Isle Park
- City Hall
- Riverside Cemetery (sections 1-5)

Bi-Weekly (or as needed):

- Bowman Park
- Lafayette Park
- North Main Parking Lot
- Scidmore Park
- Rohrer Park
- ELF Park & Broadway @ S Main
- Scouter Park
- City Well Fields 5, 6 & 7
- Wastewater Treatment Plant
- DPS
- T.R. Public Library
- Riverside Cemetery (all remaining sections)
- East Parking Lot
- West of 125 E Broadway

### Mowing Schedule/Cycle

Contract A				
	M	Tu	W	Th
Week 1	12-Memory Isle 13-City Hall	3-Cemetery - all sections	3-Cemetery - all sections	8-Pioneer/Gleason Park
Week 2	12-Memory Isle 13-City Hall	3-Cemetery - 1 thru 5 sections and all cemetery weed whipping	3-Cemetery - 1 thru 5 sections and all cemetery weed whipping	8-Pioneer/Gleason Park
Contract B				
	M	Tu	W	Th
Week 1	1-Bowman Park 15-Lafayette Park 16-West of 125 E Broadway	9-Scidmore Park	6-WWTP	17-East Parking Lot
Week 2	4-Scouter Park 14-City Well Fields	10-Rohrer Park 5-ELF Park 5-Broadway @ S Main	7-DPS	11-Library 2-N Main Lot

#### **2.1.4 Seasonal Mowing Heights**

May thru June	2.5”
July thru August	3.0”
September thru October	2.5”
Maximum height before mowing (all season)	5.0”

*These seasonal mowing heights apply to all contracted sites, however, the infield and outfield areas at the Gleason Ball Fields shall be cut throughout the year at 2.0”.*

#### **2.1.5 Removal of Trash & Debris**

Contractor is responsible for removal of any litter, trash and/or debris found on site prior to commencing mowing activity. At no time shall any litter, trash or debris be mowed over. If the objects are trash, they shall be placed in the nearest trash receptacle.

#### **2.1.6 Branches and Leaves**

Compostable items such as branches shall be brought to the DPS compost area located at 1015 S Lincoln Ave. Leaves can be composted on-site as long as they are of minimal amount.

#### **2.1.7 Grass Clippings**

Grass clippings shall not be left in windrows. Grass clippings shall not be blown into streets or onto street curbs. Grass clippings shall be dispersed, or collected and dumped at the City compost facility. Cost of removal and disposal shall be included in the mowing price. The use of mulching blades is an acceptable alternative to the collection of grass clippings so long as clippings are not clumped or windrowed. **If grass clippings are blown into roadways or park shelters by mowers, they shall be blown back out of the streets/shelters before leaving the site.**

### **2.1.8 Existing Plant Material and Utility Appurtenances**

The Contractor shall protect all existing plant material on site and will be held liable for replacement or any or all landscape harmed during contract maintenance. The Contractor shall also protect existing water boxes and sanitary cleanouts on site and will be held liable for repair or replacement of any or all resulting from damage during contract maintenance.

### **2.1.9 Cemetery Care**

The Contractor shall take great care within the Cemetery to protect the headstones, grave markers, flag holders, and decorations. Grass clippings shall be removed from headstones after each mowing. Additional clean-up shall be completed in preparation of the Memorial Day weekend. Veterans flag holders shall be treated with extreme care, and any that are knocked over shall be returned to the upright position. Also, any flags that are knocked over shall also be returned to the upright position.

If a headstone is moved, bumped, or damaged, an immediate report shall be made to the cemetery sexton so the damage can be properly and timely recorded.

### **2.1.10 River Edges**

Residents enjoy the view of the rivers from our parks. In order to preserve these views, we require the following for sites that are adjacent to the river's edge:

- Scidmore Park
- Memory Isle Park (including internal pond)
- Scouter Park (River Drive)
- East Parking Lot (Joshua Drive)

At **Scidmore and Memory Isle**, the river banks (including the island) and pond bank have become overrun with tall grasses, bushes, and nuisance trees. As an additional line item, during the spring of 2023, contractor shall clean/clear those areas back to the water's edge and remove all overgrowth (with the exception of flagged trees). Contractor shall provide a minimum 3 working day notice to the City so the trees can be flagged.

At **Scouter Park**, the 2022 roadway construction project cleared a large portion of the overgrowth, but a portion still remains. As an additional line item, during the spring of 2023, contractor shall finish the project to clean/clear those areas back to the water's edge and remove all overgrowth (with the exception of flagged trees). Contractor shall provide a minimum 3 working day notice to the City so the trees can be flagged.

At the **East Parking Lot**, there is a small portion adjacent to the river. As an additional line item, during the spring of 2023, contractor shall clean/clear those areas back to the water's edge and remove all overgrowth (with the

exception of flagged trees). Contractor shall provide a minimum 3 working day notice to the City so the trees can be flagged.

During the mowing season and part of the routine mowing cost, a clean mowing edge shall be maintained along those cleared areas while allowing for a **narrow** (1' or less) buffer of native grass growth. Also, as a part of the routine mowing cost, the final mowing of the season shall include the removal of the native grass buffer back to the water's edge.

Any areas that are already cleared and mowed tight to the water's edge shall remain as such throughout the year.

For areas adjacent to a wooded buffer:

- West of 125 E Broadway
- City well field

The contractor is required to push the existing buffer 2' into the tree edge line. Trees that need to be kept in that area will be flagged prior to commencement of the work. Contractor shall provide a minimum 3 working day notice to the City so the trees can be flagged. This will be a part of the routine mowing costs.

#### **2.1.11 WWTP Berm**

There is a berm at the WWTP that has a slope that is challenging to mow with a traditional mower. Contractor shall be prepared with appropriate equipment to mow the berm on the same frequency as the rest of the WWTP property.

#### **2.1.12 Payment**

Payment for mowing will be made in response to monthly billing invoices by the Contractor. The Contractor shall include all locations and number of occurrences of mowing for each location in said billing invoice. Number of occurrences for each location shall not exceed the number as specified in Section 2.1.3 described above, unless so directed by the City's representative. The number of occurrences multiplied by the contract price for that location will provide the amount to be paid. Upon request by the City, the contractor shall also provide the specific mowing date for each billed occurrence.

### ***2.2 Weed Whipping (String Trimming)***

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the weed whipping operation in an approved safe, workmanlike manner without hindrance, delay or damage to public property.

#### **2.2.1 Equipment**

Gas powered string trimmers with an engine size of 25cc or greater are required. A minimum of two (2) string trimmers shall be available to be used concurrently within the contract area.

### **2.2.2 Timing of Operation**

String trimming shall occur immediately following mowing operations for each location. The maximum time allowed for completion of string trimming after mowing operations for that location are finished, shall be 24 hours.

### **2.2.3 Existing Plant Material**

The Contractor shall protect all existing plant material on site and will be held liable for replacement of any or all landscape harmed during contract maintenance. The “girdling” of trees is not acceptable, and the Contractor will be held responsible if it is determined that such girdling has killed part or all of a tree. Care shall be given to landscape bed areas, the destruction of perennial plants, annual flowers, shrubs or native grasses is not acceptable, and the Contractor will be held liable for damage.

### **2.2.4 Objects to be Trimmed**

Any and all vertical protrusions from the ground; posts, walls, trees, etc., shall be trimmed to a height equal to the surrounding mowed area. Scalping of an area by trimming will not be accepted. If such scalping is identified by the City’s representative, it will be brought to the attention of the Contractor in the form of a written warning. A payment deduction will be incurred by the contractor if scalping continues. Failure to correct the problem may result in cancellation of the Contract.

### **2.2.5 Payment**

Payment for Weed Whipping shall be included in the cost of mowing operations.

## ***2.3 Edge Pavement, Sidewalks, and Trails***

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the edging of pavement in an approved safe, workmanlike manner without hindrance, delay or damage to public property.

### **2.3.1 Equipment**

Equipment for the completion of this work operation may be powered by gas engine, electric/battery, or by a hand implement, by the Contractors own discretion.

### **2.3.2 Description of Work Operation**

The Contractor will remove overgrown sod and dirt to the edge of pavement via means available to the Contractor, collect waste material and bring it to the DPS compost site.

### **2.3.4 Edging Intervals**

Edging of pavement shall occur twice annually. Once in the month of April or May and once in the month of August. Contractor shall provide a minimum of 24 hours written notice (e-mail is acceptable) prior to pavement edging

beginning. **If required written notice is not provided, contractor will not be paid for edging activities.**

### **2.3.5 Payment**

Payment for edging of pavement will be made in response to a billing invoice by the Contractor. The Contractor shall include the locations and number of occurrences of edging for each location in said billing invoice. Number of occurrences for each location shall not exceed the number as specified in Section 2.3.4 described above, unless so directed by the City's representative. The number of occurrences multiplied by the contract price for that location will provide the amount to be paid.

### **2.3.6 Location specific edging descriptions**

1. Bowman Park – along all bordering sidewalks
2. North Main Parking Lot – along sidewalks and back of curb
5. ELF Park & Broadway @ S Main - along sidewalks, back of curb, and basketball courts
8. Pioneer Park/Gleason Ball Fields - along sidewalks and back of curb
9. Scidmore Park - along sidewalks, back of curb, and paved trails
10. Rohrer Park – along sidewalks and back of curb
11. T.R. Public Library – along sidewalks and back of curb
12. Memory Isle Park - along sidewalks, back of curb, and paved trails
13. City Hall – along sidewalks and back of curb
15. Lafayette Park – along sidewalks and back of curb
17. East Parking Lot – along sidewalks and back of curb

## Section 3.0 – Bid

### City-Wide Mowing - Contract A

Item No.	Sub Item	Location	Mowing or Edging	Qty	Unit	Unit Price	Total Price
3	1	Riverside Cemetery	Mowing	30	EA		\$ -
3	2	Riverside Cemetery	Mowing	30	EA		\$ -
3	3	Riverside Cemetery	Mowing	30	EA		\$ -
3	4	Riverside Cemetery	Mowing	30	EA		\$ -
3	5	Riverside Cemetery	Mowing	30	EA		\$ -
3	C	Riverside Cemetery	Mowing	17	EA		\$ -
3	D	Riverside Cemetery	Mowing	17	EA		\$ -
3	E	Riverside Cemetery	Mowing	17	EA		\$ -
3	F	Riverside Cemetery	Mowing	17	EA		\$ -
3	G	Riverside Cemetery	Mowing	17	EA		\$ -
3	H	Riverside Cemetery	Mowing	17	EA		\$ -
3	I	Riverside Cemetery	Mowing	17	EA		\$ -
3	J	Riverside Cemetery	Mowing	17	EA		\$ -
3	O	Riverside Cemetery	Mowing	17	EA		\$ -
3	P	Riverside Cemetery	Mowing	17	EA		\$ -
3	Q	Riverside Cemetery	Mowing	17	EA		\$ -
3	R	Riverside Cemetery	Mowing	17	EA		\$ -
3	S	Riverside Cemetery	Mowing	17	EA		\$ -
3	T	Riverside Cemetery	Mowing	17	EA		\$ -
3	U	Riverside Cemetery	Mowing	17	EA		\$ -
3	V	Riverside Cemetery	Mowing	17	EA		\$ -
3	W	Riverside Cemetery	Mowing	17	EA		\$ -
3	X	Riverside Cemetery	Mowing	17	EA		\$ -
3	Z	Riverside Cemetery	Mowing	17	EA		\$ -
3	SB	Riverside Cemetery	Mowing	17	EA		\$ -
8	e	Pioneer Park/Gleason Ball Fields	Edging	2	EA		\$ -
8	m	Pioneer Park/Gleason Ball Fields	Mowing	30	EA		\$ -
12	c	Memory Isle - 2023	Clearing	1	EA		\$ -
12	e	Memory Isle	Edging	2	EA		\$ -
12	m	Memory Isle	Mowing	30	EA		\$ -
13	e	City Hall	Edging	2	EA		\$ -
13	m	City Hall	Mowing	30	EA		\$ -
<b>Contract A Bid Total</b>							

### City-Wide Mowing - Contract B

Item No.	Sub Item	Location	Mowing or Edging	Qty	Unit	Unit Price	Total Price
1	e	Bowman Park	Edging	2	EA		\$ -
1	m	Bowman Park	Mowing	17	EA		\$ -
2	e	N. Main Pkg Lot	Edging	2	EA		\$ -
2	m	N. Main Pkg Lot	Mowing	17	EA		\$ -
4	c	Scouter Park - 2023	Clearing	1	EA		\$ -
4	m	Scouter Park	Mowing	17	EA		\$ -
5	e	ELF Park, Broadway & S Main	Edging	2	EA		\$ -
5	m	ELF Park, Broadway & S Main	Mowing	17	EA		\$ -
6	m	WWTP	Mowing	17	EA		\$ -
7	m	DPS	Mowing	17	EA		\$ -
9	c	Scidmore Park - 2023	Clearing	1	EA		\$ -
9	e	Scidmore Park	Edging	2	EA		\$ -
9	m	Scidmore Park	Mowing	17	EA		\$ -
10	e	Rohrer Park	Edging	2	EA		\$ -
10	m	Rohrer Park	Mowing	17	EA		\$ -
11	e	T.R. Public Library	Edging	2	EA		\$ -
11	m	T.R. Public Library	Mowing	17	EA		\$ -
14	m	City Well Fields #5,6,7	Mowing	17	EA		\$ -
15	m	Lafayette Park	Mowing	17	EA		\$ -
16	m	West of 125 E Broadway	Mowing	17	EA		\$ -
17	c	East Parking Lot - 2023	Clearing	1	EA		\$ -
17	e	East Parking Lot	Edging	2	EA		\$ -
17	m	East Parking Lot	Mowing	17	EA		\$ -
<b>Contract B Bid Total</b>							

By checking this box, I acknowledge receipt of all \_\_\_\_ (enter number in blank) addendums to this bid process.

The undersigned agrees that:

1. If awarded this contract he/she will faithfully execute the duties and complete work in accordance with the contract documents contained in this package.
- 2. The “Number of Mows” shown above is approximate and can be more or less (per mowing season). Also, the “Mowing Intervals per Site” is estimated and will vary each season based on the weather.**
3. That he/she has not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidders in regards to the provision of this bid proposal. Nor has he/she induced any bidder or bidders into refraining from providing a bid proposal, and this proposal is without reference or regard to any other proposal, and without agreement, understanding or combination with any other prospective bidder or agent thereof in any way or manner whatsoever.

Signed:

\_\_\_\_\_  
(Company Name)

By:

\_\_\_\_\_  
(Signature of Company Representative)

\_\_\_\_\_  
(Print Name)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_

**Section 4.0 – Non-Discrimination Clause**  
(FEDERAL EXECUTIVE ORDER 11246)

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative or the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in such other sanctions

may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of paragraph “a” through “g” in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

### **Section 5.0 – Copeland Anti-Kickback Act**

Title 18, U.S.C. June 24, 1948

Section 874, Kickbacks from Public Employees:

“Whoever, by force, intimidation, or threat or procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.”

# Contract Maps

REFER TO CONTRACT MAPS at:  
[bit.do/TRMowing](http://bit.do/TRMowing)

