

CITY OF THREE RIVERS, MICHIGAN  
Specifications for Bids

Code Enforcement Mowing 2014-2016  
Performance Bids

The City of Three Rivers is committed to the concept of performance bids. All vendors are encouraged to submit bids which conform to the stated specifications, as well as, suggest deviations from the specifications, which in the vendor's opinion would be beneficial to the City in terms of price and performance. The City reserves the right to accept or reject any bid under these terms.

**I. INSTRUCTIONS TO BIDDERS**

- A. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid.
- B. Bids must be submitted in sealed envelopes, clearly marked on the outside, "Bids for Code Enforcement Mowing".
- C. Bids will be received by the Office of the City Clerk, City Hall, 333 W. Michigan Ave., Three Rivers, Michigan, until 10:00 a.m. local time, Monday, February 24, 2014. All bids shall be date stamped and time marked. Faxed bids shall not be accepted.

**II. CONDITIONS APPLICABLE TO BIDS**

- A. Applicable Laws: The Ordinances and Charter of the City and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- B. Taxes: The City of Three Rivers is generally exempt from Federal Excise and Michigan State Sales Tax. Prices should not include tax.
- C. If the bidder elects to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
- D. The City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it shall deem to be in the best interest of the City of Three Rivers.
- E. The City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

**III. SCOPE OF WORK**

- A. The City of Three Rivers desires to contract for the mowing of various properties within the City. These properties may be State of Michigan owned, railroad rights-of-way or privately owned land about which the City has received a grass or vegetation complaint. City Ordinance No.511 requires that no grass or vegetation shall attain a height of greater than 12 inches. The Contractor shall not be mowing on a routine basis but shall mow only when and where directed by a representative of the City of Three Rivers.

#### **IV. CONTRACT PERIOD**

- A. This contract shall be in force for a period of three (3) years starting April 15, 2014 to December 1, 2016.

#### **V. AWARD**

- A. In case of a tie in bid prices, award of contract shall be made on the basis of a coin toss by a representative of the City in the presence of all tied bidders.

#### **VI. EQUIPMENT**

- A. The Contractor shall provide all equipment to be used for performance of this contract. Such equipment shall have all factory installed safety devices in place or all such safety devices as are required by law.
- B. The Contractor shall have at least a minimum 18 horsepower tractor with a minimum 36" mowing deck, minimum 5' width bush hog or a minimum 5' width flail mower mounted or towed behind, or other appropriate equipment that would do the best job on a particular site.
- C. In order to perform the work as quickly as possible and at the least expense to the City, the Contractor shall always utilize larger equipment where feasible. In the event that a particular parcel's size, topography or condition precludes the use of large equipment, the Contractor may request permission to use small equipment from a City representative (i.e. push mower or line trimmer).
- D. The Contractor shall provide all tools necessary to maintain his/her equipment. He/she shall further be responsible for providing the means for removing his/her equipment if it becomes stuck. The Contractor shall further provide a list of all equipment to be used which shall include name brands and serial number. This list shall be necessary as a part of the bid document.

#### **VII. PERFORMANCE**

- A. The Contractor shall pick up work orders for jobs to be performed from the Department of Public Services at 1015 South Lincoln, Three Rivers, Michigan, a minimum of one (1) time per week. The contractor shall only perform mowing at locations for which a work order has been provided.
- B. The Contractor shall be responsible for the site inspection of property prior to the initial clean up in the event that said property may have been cleaned between issuance of a work order and actual cleanup.
- C. The Contractor shall be responsible for hand trimming around all obstacles, i.e. poles, trees, fences, etc. and where visibility is a concern to pedestrians and/or vehicular traffic, etc.
- D. At each mowing site all grass/weeds shall be mowed down to a height between 2" and 4". No mowed grass or weeds may be left on a street or sidewalk surface but rather shall be cleaned off at the end of the job. Do not leave any uncut windrows of grass or weeds.
- E. All downed limbs, brush or garbage at each site shall be picked up and properly disposed of prior to mowing or if accidentally mowed over, shall be picked up after being mowed.

**VIII. SITE SECURITY**

- A. The Contractor shall be fully responsible that he/she shall only mow those areas indicated on the work order. He/she may not pass over other private property to gain access to that parcel which is to be mowed.

**IX. WORK SCHEDULE**

- A. The Contractor shall be informed by a City representative of work to be performed and a work order shall be issued. Those work orders shall be picked up on a weekly basis or as necessary from the Department of Public Services. The Contractor shall have five consecutive calendar days in which to complete the required work. Such required work shall be inspected on a random basis by a designated City representative. That designated City representative shall have the right to reject any work which does not conform to contract requirements. Such rejection shall result in the Contractor having to correctly perform the work or his/her not being paid for it. Rejection of work performed may be caused by, but are not necessarily limited to, the following reasons:
  - 1. Required work not performed.
  - 2. Incomplete or uneven mowing.
  - 3. Debris left on property after mowing.
  - 4. Mowed grass/weeds left on street surface or sidewalk surface after mowing.

**X. INSURANCE**

- A. The Contractor shall be required to provide the City with proof of Workman’s Compensation Insurance and Public Liability Insurance listing the City as additionally insured as follows:

<u>General Liability</u>	General Aggregate	\$2,000,000
	Personal Injury	\$ 500,000
	Each Occurrence	\$ 500,000
	Fire Damage (each)	\$ 50,000
	Medical Expense (any one person)	\$ 10,000
<u>Automobile Liability</u>	Combined Single Limit	\$ 500,000
<u>Worker’s Compensation &amp; Employers Liability</u>	Each Accident	\$ 100,000
	Disease – Policy Limit	\$ 500,000
	Disease Each Employee	\$ 100,000

**XI. INVOICES**

- A. Each invoice shall have the appropriate work orders attached and shall list the minimum cost per site or the cost incurred at each location. All invoices shall include name and address of the Contractor or Contractors Company name and address.

**XII. REFERENCES**

- A. The bidding Contractor shall provide a list of current business references.

**XIII. PROPOSAL**

The undersigned having familiarized himself/themselves with the local conditions affecting the cost of the work, and the Contract Documents hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment and transportation services necessary to perform and complete in a workmanlike manner all work required for the mowing of grass and weeds in accordance with the specifications as prepared by the Department of Public Services, City of Three Rivers, Michigan, for, including Addenda No. \_\_\_\_\_ issued thereto, the following unit price:

The City may retain ten percent (10%) of the amount of each approved invoice. The total amount retained shall be paid over to the Contractor at the end of the weed control season if the Contractor shall have complied with all of the terms and conditions of the Contract Documents in a timely and workmanlike manner. In the event of a default on the part of the Contractor, the City may apply all retained funds to costs or damages incurred by the City as well as a result of the Contractor's default.

Cost per Hour After Minimum Charge per Location for Grass & Weed Cutting \$\_\_\_\_\_/Hr.  
Minimum Charge per Mowing Location \$\_\_\_\_\_

If you may have any questions, please contact Amy Roth at (269) 273-1845.

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_