

Specifications for Contract of Lawn Maintenance – Mowing at County of Ionia Properties

Bid Package #1 – 2021

It is the intent of the County of Ionia (County) to contract services to maintain the specified County properties, listed herein, in accordance with the following specifications:

I. DESCRIPTION

Work consists of lawn maintenance such as: raking, grass mowing, grass edging, and proper removal/disposal of lawn litter, including, but not limited to; trash and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor.

II. CONTRACT PERIOD

Length of contract shall be one (1) year

III. SPECIFICATIONS FOR MOWING

Lawn maintenance cycle includes; grass mowing, trimming, edging, and proper removal/disposal of debris.

A list of locations may be found on the last page of this Request for Proposal (RFP)

IV. GENERAL SPECIFICATIONS AND CONDITIONS

- 1. INSPECTION OF LOCATIONS** – Before submitting a bid, bidders shall be expected to examine all the locations specified herein where work is to be performed and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contract, for any negligence on their part. Bidders should contact Rod Steel, Facilities Manager, at (616) 902-7856 to arrange for site inspection. Mr. Steel will be available for site inspections on Wednesday, April 7, 2021.

- 2. INSURANCE REQUIREMENTS** – The contractor must provide to the County an insurance certificate BEFORE any work for the County may begin. All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the County of cancellation or reduction of coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force.

Worker's Compensation Insurance – Certification that contractor carries Worker's Compensation Insurance at State of Michigan statutory limits.

General Liability coverage for the scope of the project shall be provided to protect the County. **County of Ionia shall be named on each policy as an additional named insured.** The required limits are as follows.

Comprehensive General Liability:	
Bodily injury – each occurrence	\$ 1,000,000
Bodily injury – aggregate	\$ 1,000,000
Property damage – each occurrence	\$ 1,000,000
Combined single limit	\$ 1,000,000
Umbrella or excess liability	\$ 1,000,000

Automobile Liability Insurance – Certification that the Bidder carries automobile insurance with the following limits;

Automobile injury	\$ 500,000
Property Damage	\$ 250,000
Combined single limit	\$ 1,000,000

3. AWARD

Upon notification of contract award by the County, the contractor shall submit to the Facilities Manager, documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the County, the Facilities Manager will contact the contractor and inform them when they may proceed.

4. AWARD CRITERIA

- A. Responsiveness to bid
- B. Cost
- C. Type & condition of equipment to be used in performing contract.

5. ADMINISTRATOR AND COORDINATOR

The Facilities Manager shall be the Contract Administrator herein referred to as the “Contract Administrator.” The Contract Administrator will audit invoices, approve payments, and will generally be responsible for overseeing the execution of the contract.

Administrator: Rod Steel

Phone: (616) 902-7856 <mailto:rsteel@ioniacounty.org>

The Facilities Manager, or his designated representative, shall be the Contract Coordinator herein referred to as the “Coordinator”. The Coordinator will coordinate fertilizing with other activities, oversee schedules, and generally be responsible for overseeing the execution of the contractor’s performance.

Coordinator: Rod Steel

Phone: (616) 902-7856 <mailto:rsteel@ioniacounty.org>

6. CONTRACTOR STATUS

The contractor and his/her employees at all times shall be considered as an independent contractor, and not as County employees. As an independent contractor, the contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor shall the contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from the County.

The contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over worker's duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees as needed, including hiring and firing.

7. CANCELLATION OPTION

The County reserves the right to cancel the contract by giving thirty (30) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice. The contractor may cancel the contract by giving the County (30) thirty days written notice of such intention. All notices are effective upon the date of mailing.

8. TEMPORARY CLOSING

Should emergency conditions arise which would necessitate closing of the facility for a period of time, the contract may be suspended or altered. A negotiated temporary agreement shall be worked out should this situation occur. It is not the intent of the County to close any property for anything other than emergency and/or reconstruction reasons.

9. DEFAULT

Non-Acceptable conditions

If an inspection by the Contract Administrator or Coordinator reveals that the contractor's work results in any non-acceptable maintenance condition the following steps will be taken:

1. The Contract Administrator at the time of the first occurrence shall call a meeting with the Coordinator and the contractor to review the condition.
2. Should a second occurrence develop, a second meeting will be held. A letter of warning will follow.
3. Should a third occurrence develop, a written notice or termination will be sent to the contractor.

In the event of such termination, the County may deem it appropriate to perform services similar to those that have been terminated. The contractor shall be liable for any excess cost for such services. The contractor shall not be liable for any increase cost

if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

10. CONTRACT MODIFICATIONS

The County reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be pro-rated on this bid/contract. Prices for extra work requested during this contract, which are not part of this contract, will be negotiated at the time of occurrence.

Changes of any nature after the contract has been awarded, which reflect an increase or decrease in requirements or cost, shall require a written change of service to be issued by the County Administrator.

11. QUESTIONS

Questions related to this bid shall be directed to the Administrator: Rod Steel
Phone: (616) 902-7856 <mailto:rsteel@ioniacounty.org>

12. LAWS, ORDINANCES, AND REGULATIONS

The contractor shall keep himself/herself fully informed and comply with all local, State, and Federal laws, ordinances, and regulations.

13. PERMITS AND LICENSES

Any permit, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the contractor.

14. INDUSTRY RULES AND CODES

All work shall be done in compliance with the applicable rules of the industry which shall be considered as included in these specifications, shall comply with all local and State codes, and be approved by the County prior to use.

15. PROTECTION OF PROPERTY

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the work is being performed. If any damage is done to "off target" plant material, the plant or plants shall be replaced with an approved specimen at no cost to the County.

16. TIME AND PROGRESS

It is understood and agreed that “time is of the essence,” in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to complete any work required under the contract within the shortest reasonable period of time. Partial completion of any property is prohibited on a daily basis.

17. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY

The Contract Administrator and Coordinator shall have the right to inspect all equipment and material which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with local, State, and Federal codes or with this contract may be rejected by the County.

18. SAFETY EQUIPMENT, PROPER CLOTHING, AND APPEARANCE

All personnel working on grounds shall be responsible for wearing safety equipment as per MIOSHA and MDOT requirements and proper clothing such as long sleeve shirts, long pants, rubber gloves, and boots. All personnel shall maintain a clean and neat appearance.

19. ACCIDENTS

Any accidents on the premises shall be reported immediately to:

Coordinator: Rod Steel

Phone: (616) 902-7856 <mailto:rsteel@ioniacounty.org>

V. SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES

1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.

2. DAMAGES

The contractor shall be held liable for all damages done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include among other things: skinning, scraping, limbing, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.

Cost associated with damages caused by the contractor to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines.

All turf damage repairs shall be made by the contractor in accordance with Section 6.53 and 8.21 of the 1990 Standard Specifications for Construction, and as herein specified. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seed will only be allowed during the seasonal limitation periods.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Contractor shall be billed for all costs related to damages caused by his/her operation.

3. CONTRACTOR TO FURNISH

- A. All transportation
- B. All equipment and necessary supplies including but not limited to mowers, edgers, blowers, and various hand tools.

The contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks described in bid item, in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of 2" and a maximum of 4".

- C. Under no circumstances shall the County be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

VI. TECHNICAL SPECIFICATIONS

1. Mowing

Seventeen (17) cycles – One trip in April, weekly trips May through June, bi-weekly trips July through September, one trip in October.

Twenty-seven (27) cycles – One trip in April, weekly trips May through September, and three trips in October (every 10 days).

- A. Grass shall not be allowed to reach a height of five (5) inches or more and shall not be mowed lower than the minimum of two (2) inches.
- B. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions return.
- C. All mowing, trimming, and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.
- D. Equipment and supplies may not be stored overnight or for extended periods of time on County property.

- E. Grass shall not be mowed when wet.**
- F.** No mowing is to be done on Saturdays or Sundays, unless approval is obtained from Contract Administrator or Coordinator. No mowing will be allowed on holidays, or holiday weekends from 3:00 p. m. Friday to 8:00 a.m. Tuesday.
- G.** Clippings shall be removed, if visible, after mowing at the contractor's expense. No clippings shall be disposed of in County dumpsters or on County property.
- H.** All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas, and flower and shrub beds.

2. GRASS TRIMMING

Trim grass around fixed objects and trees. Extreme care shall be used to prevent injury to fixed objects and trees.

3. EDGING

Edge along all concrete sidewalks and curb areas, including walkways within and around the property, every other mowing cycle. Edging shall be no wider than 1/2" from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense. No edging debris shall be disposed of in County dumpsters or on County property.

4. FALL CLEANUP (NOVEMBER 1 THROUGH NOVEMBER 15)

A final mowing and general cleanup of all areas should take place between November 1, and November 15, with **work completed no later than November 15.**

VII. METHOD OF PAYMENT

The completed work will be paid for at the contract unit price, which shall be payment in full for all labor, equipment, and materials required to satisfactorily complete the work described herein.

The contractor shall furnish an invoice, in duplicate, for services rendered for each application period for their labor and equipment.

The invoice shall reference the appropriate purchase contract number and shall contain, if applicable, adjustments for additions, deletions, or change in service. The County will pay the monthly invoiced amount in accordance with bid. Payments may be delayed up to 30 days after submittal of invoice.

The contractor shall hold harmless and indemnify the County of Ionia, all of its officers, agents, and employees against all claims for damages to public or private property and for injuries to persons arising out of and during the project and to the completion of the work. The undersigned, as bidder, declares that he/she has familiarized him/herself with the location of the proposed work and the conditions under which it must be carried out. The bidder has also carefully examined the documents and specifications, which he/she understands and accepts as sufficient for the purpose of completing

said work and agrees that he/she will contract with County of Ionia, to furnish labor, materials, tools, and equipment necessary to do all the work specified.

The agreement is the only agreement between the parties. The parties have not agreed either verbally or in writing to any other terms or conditions not contained in this document.

VIII. BID SUBMISSION

The Bid Opening will take place at the County Administrator’s office, located at 101 W. Main Street, Ionia, MI 48846, at 1 PM on Wednesday, April 14, 2021.

**All bids should be submitted to:
County of Ionia
Attn: Stephanie Fox, County Administrator
101 W. Main Street
Ionia, MI 48846**

**All submissions must be received by NOON on Wednesday, April 14, 2021, and must be clearly marked:
“County of Ionia Mowing – Bid Package #1”**

County of Ionia

By <u>Stephanie Fox</u> _____	By _____
It’s <u>County Administrator</u> _____	It’s _____
Date _____	Date _____

Annual Price

\$ _____

Bid Package 1

Location List and Mowing Cycle

1. 100 W. Main Street 27 cycles
2. 115 Hudson Street 27 cycles
3. 108 E. Washington Street 27 cycle
4. 175 E. Adams Street 27 cycles
5. 133 E. Adams Street 27 cycles
6. 170 E. Riverside Dr. 27 cycles
7. 3853 Sparrow Drive 27 cycles
8. 317 S. Jackson Street 27 cycles
9. 545 Apple Tree Drive 27 cycles
10. 7081 S. Jordan Lake Rd. 27
cycles
11. 613 Front Street, Belding 27
cycles
12. West Riverside Drive 17 cycles

Seventeen (17) cycles – One trip in April, weekly trips May through June, bi-weekly trips July through September, one trip in October.

Twenty Seven (27) cycles – One trip in April, weekly trips May through September, and three trips in October (every 10 days)

