

# **Specifications for Contract of Fertilizing at Georgetown Township Properties**

## **Fertilizing Bid Package 2020 - 2022**

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

**I. DESCRIPTION**

Fertilizing consists of applying fertilizer, pre-emergent crabgrass control, insect control, and broadleaf weed control to the indicated areas according to what the contractor deems best in order to meet the township's minimum acceptable standards. The contractor is responsible for measuring the properties and applying the proper amount of herbicide and/or fertilizer to the entire property.

**II. CONTRACT PERIOD**

Length of contract shall be three (3) years

**III. LOCATIONS**

A list of locations may be found at the end 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.
2. **INSURANCE REQUIREMENTS** – The contractor must provide to the Township an insurance certificate BEFORE any work for the Township may begin. All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the Township 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 Township. **Georgetown Township 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 Township, the contractor shall submit to the Administrator, documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the Township, the Administrator 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. CONTRACT ADMINISTRATOR AND COORDINATOR**

The Assistant Superintendent, or their designated representative, shall be the Contract Administrator herein referred to as the “Administrator.” The Administrator will audit invoices, approve payments, and will generally be responsible for overseeing the execution of the contract.

**Administrator: Rod Weersing**  
**Phone: (616) 226-6002 rweersing@georgetown-mi.gov**

The Director of Parks and Cemeteries, or their 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 Deemter**  
**Phone: (616) 893-9005 cemetery@georgetown-mi.gov**

**6. CONTRACTOR STATUS**

The contractor and his/her employees at all times shall be considered as an independent contractor, and not as Township 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 Township. 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 Township 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 Township (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 Township to close any property for other than emergency and/or reconstruction reasons.

**9. DEFAULT**

**Non-Acceptable conditions**

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

1. The 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 Township may deem appropriate to perform service similar to those so 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 Township 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 based on a pro-rated basis based 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 contract award, which reflects an increase or decrease in requirements of cost, shall require a written change of service to be issued by the Administrator.

**11. QUESTIONS**

Questions relative to this bid shall be directed to the Administrator, Rod Weersing, at (616) 226-6002 or [rweersing@georgetown-mi.gov](mailto:rweersing@georgetown-mi.gov).

**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. **A copy of the contractor's pesticide license and certification must be submitted with the bid. Applicators should have five (5) years of experience.**

**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 Township 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 Township.

**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.

**17. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY**

The 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 Township.

Contractors should note that the cemetery stone height is approximately 36" tall in at least 1/3 of the cemetery.

**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:  
The Contract Coordinator  
Rod Deemter 893-9005**

**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. (i.e. posting)

**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 spreaders and sprayers.

The equipment furnished by the contractor for fertilizing must be in good repair and shall be maintained so as to produce accurate and even applications at all times.

- C. Under no circumstances shall the Township 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. APPLICATIONS**

- A. Prior to starting any applications, the contractor shall contact the Coordinator, or their designated representative for approval.
- B. All elements of the fertilization cycle shall be completed the same day they are started. No partial application will be allowed unless the weather forces delays. If rain or wet turf conditions exist, contractor shall finish cycle as soon as favorable.
- C. Equipment and supplies may not be stored overnight or for extended periods of time on township property.
- D. No applications are to be done on Saturdays or Sundays, unless approval is obtained from the Administrator or Coordinator. No applications will be allowed on holidays or holiday weekends from 3:00 p.m. Friday until 8:00 a.m. Tuesday.
- E. No empty fertilizer bags or herbicide containers are to be left on township properties or in Township dumpsters.

## **2. RE-APPLICATION**

The contractor is responsible for re-application of herbicide, at no cost to the township, if herbicide is washed off due to rain or if an improper rate is used.

## **VII. METHOD OF PAYMENT**

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

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

The invoice shall contain, if applicable, adjustments for additions, deletions, or change in service. The Township will pay the monthly invoice amount in accordance with bid. Payments may be delayed up to 30 days after submittal of the invoice.

The contractor shall save, hold harmless, and indemnify Georgetown Charter Township and 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 the said work and agrees that he/she will contract with the Township, 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 Georgetown Township Office, located at 1515 Baldwin Street, Jenison, MI 49428, at 10 AM on Monday, January 27, 2020.

All bids should be submitted to:  
Georgetown Charter Township  
Attn: Rod Weersing, Assistant Superintendent  
1515 Baldwin Street  
Jenison, MI 49428

All submissions must be received by 10 AM on Monday, January 27, 2020, and must be clearly marked: "Fertilizing Bid Package"

<u>Georgetown Charter Township</u>	_____
_____	_____
By <u>Rod Weersing</u>	By _____
It's <u>Assistant Superintendent</u>	It's _____
Date _____	Date _____

**Annual Price**

Year One \$ \_\_\_\_\_

Year Two \$ \_\_\_\_\_

Year Three \$ \_\_\_\_\_

# Fertilizing RFP 2020-2022

## Location List

1. Hidden Ridge lift station	4598 Hidden Ridge
2. Baldwin Street water tanks GT6	3433 Baldwin Street
3. Bauer Road water tower GT8	3390 Bauer Road
4. 36 <sup>th</sup> Ave elevated tank GT5	9045 36 <sup>th</sup> Ave
5. Grand River lift station 28 <sup>th</sup> & Fillmore	28 <sup>th</sup> Ave & Fillmore Street
6. Fillmore lift station	2307 Fillmore Street
7. Monza lift station	1128 Monza Drive
8. Wallinwood lift station	572 Edgeworth Street
9. Bauer Road lift station	2564 Bauer Road
10. 28 <sup>th</sup> Ave. lift station	7840 28 <sup>th</sup> Ave
11. Port Sheldon lift station	Port Sheldon St at Summerhill Dr
12. Walton Heath metering station	6360 Walton Heath Drive
13. New Holland metering station	4643 New Holland
14. 40 <sup>th</sup> & New Holland metering station	40 <sup>th</sup> Ave at New Holland St
15. Chicago Drive lift station	2218 Chicago Drive
16. Port Sheldon & 14 <sup>th</sup> Ave. triangle	Port Sheldon St at 14 <sup>th</sup> Ave
17. Barry & 8 <sup>th</sup> Ave. metering station	Barry St at 8 <sup>th</sup> Ave
18. Barry & Kenowa metering station	Barry St at Kenowa Ave
19. Pete Street lift station	Pete Ave at Miede Street
21. Rush Creek Park	6750 Bridgeport
22. Township Office/Library	1515 & 1525 Baldwin Street
23. Woodcrest Park	Baldwin Street (enter on Boulder Bluff)
24. Maplewood Park	8000 12 <sup>th</sup> Ave
Entrance to Chippewa	

Maplewood lift station

West Side and South Side of Maplewood Lake

- |  |  |
|--|--|
| 25. Pioneer Park   | 12 <sup>th</sup> Ave North of Vos Street |
| 26. Rosewood park  | 18 <sup>th</sup> Ave at Rosewood Street  |
| 18 <sup>th</sup> Ave. south of Rosewood  |  |
| 27. 8 <sup>th</sup> Ave. Park  | 8 <sup>th</sup> Ave & Rosewood Street    |
| 28. GT Connections and surrounding   | 7100 8 <sup>th</sup> Ave                 |
| 29. Chicago Drive Median - 12 <sup>th</sup> to 8 <sup>th</sup>                           |  |
| 30. Chicago Drive Median - 8 <sup>th</sup> to First Turn Around West of Cottonwood Drive |  |
| 31. River Ave  | River Ave at Baldwin Street              |
| 32. Tiffany House Museum   | 28 Port Sheldon Street                   |
| 33. Hanley Cemetery  | Jackson Street at 4 <sup>th</sup> Ave    |