# Specifications for Contract of
# Lawn Maintenance – Mowing at Georgetown Township Properties

## Bid Package #2 – 2020 through 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

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 three (3) years

### III. SPECIFICATIONS FOR MOWING

The Lawn Maintenance Cycles include; grass mowing, trimming and 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.

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.

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| 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 any 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 anything other than emergency and/or reconstruction reasons.

**9. DEFAULT**

Non-Acceptable conditions

If an inspection by the Administrator, or 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 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 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 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 Administrator.

11. **QUESTIONS**

Questions related to this bid shall be directed to the Administrator, Rod Weersing, at (616) 226-6002 or 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.

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, and 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. Partial completion of any property is prohibited on a daily basis.

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.

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. <u>SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES</u>

### 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 restricted to mowers, edgers, blowers, string trimmers, 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 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. <u>TECHNICAL SPECIFICATIONS</u>

**1. Mowing**

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

**A. The grass at the Township Office and GT Public Library location, 1515 Baldwin Street, shall be double cut as part of each mowing cycle. This is the only property that requires being double cut.**
B. 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.
C. 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.
D. All mowing, trimming, and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.
E. Equipment and supplies may not be stored overnight or for extended periods of time on Township property.

F. **Grass shall not be mowed when wet.**
G. No mowing is to be done on Saturdays or Sundays, unless approval is obtained from 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.
H. **Clippings shall be removed, if visible after mowing, at the contractor's expense.** No clippings shall be disposed of in Township dumpsters or on Township property.
I. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas, and flower and shrub beds.
J. Vehicles and trailers used for transporting mowers and/or fertilizing equipment shall not be allowed to park in the Chicago Drive median at any time.

**2. GRASS TRIMMING**

Trim grass around fixed objects and trees. Extreme care shall be used to prevent damage 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 ½" 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 Township dumpsters or on Township 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 for services rendered for each application period for their labor and equipment and must reference the time period being billed.

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

The contractor shall hold harmless and indemnify Georgetown Charter Township, 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 Georgetown Charter 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.

## VII. 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:**

**"Township Mowing – Bid Package #2"**

| | |
|---|---|
| **Georgetown Charter Township** | _____ |
| _____ | _____ |
| By Rod Weersing | By _____ |
| It's Assistant Superintendent | It's _____ |
| Date _____ | Date _____ |

## Annual Price

**Year One $_____**

**Year Two $_____**

**Year Three $_____**

# Bid Package 2

# Location List & Mowing Cycle

| | | |
|---|---|---|
| 1. | Rush Creek Park | 27 cycles |
| 2. | Township Office/Library | 27 cycles |
| 3. | Woodcrest Park | 27 cycles |
| 4. | Maplewood Park<br>Elmwood Drive Easement<br>Entrance to Chippewa<br>Maplewood lift station<br>West Side and South Side of Maplewood Lake | 27 cycles |
| 5. | Pioneer Park | 27 cycles |
| 6. | Rosewood park<br>18th Ave. south of Rosewood | 27 cycles |
| 7. | 8th Ave. Park | 27 cycles |
| 8. | GT Connections and surrounding | 27 cycles |
| 9. | Chicago Drive Median - 12th to 8th<br>Chicago Drive Median - 8th to First Turn Around West of Cottonwood | 27 cycles |
| 10. | River Ave at Baldwin St | 27 cycles |
| 11. | Tiffany House Museum | 27 cycles |
| 12. | Hanley Cemetery | 27 cycles |

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