City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2015 GROUNDS MOWING BID

JIM HOLTON
Mayor

NANCY RIDLEY
City Manager

Prepared By:
Division of Public Works

JOHN ZANG
DPW Director

February 2015

City of Mt. Pleasant, Michigan

T A B L E O F C O N T E N T S

2015 Grounds Mowing Bid

Bidding Information

Notice to Bidders
Instructions to Bidders

Contract Documents

Proposal

Specifications

Location Maps

THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL
320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

2015 GROUNDS MOWING BID

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (EST), on Tuesday, March 10, 2015, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2015 Grounds Mowing Bid – March 10, 2015".

Proposals are solicited on an annum basis, for the following:

Turf mowing, weed whipping, and trimming per specifications

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

Please direct all questions to Bob Murphy, Street Department Superintendent, at (989) 779-5409, Monday through Friday, 8:00 a.m. to 4:30 p.m.

Complete bid information is available at the Division of Public Works office, 1303 North Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m. or on the City's website www.mt-pleasant.org, and click on the "Bids and Quotes" tab under the "Quick Links" section, located at the lower left corner of the webpage.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

John Zang
DPW Director

Jeremy Howard
City Clerk

INSTRUCTIONS TO BIDDERS

1. Proposals

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between $5,000 and $9,999 and 2% of the total for bids over $10,000. The maximum credit allowed is $1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. Indemnification

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statues of the State of Michigan in effect at that time.

b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.

c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

Revised: February 2006

City of Mt. Pleasant
2015 Grounds Mowing Bid

TO: Office of the City Clerk
City of Mt. Pleasant
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: March 10, 2015
TIME: 1:30 p.m.

In accordance with the Specifications and other bid requirements here provided, the undersigned agrees to provide the bid items listed below at the price(s) set forth. This is a firm bid and not subject to withdrawal or change for a period of sixty (60) days.

INSTRUCTIONS: Please provide all information requested and return this form by the bid date. Pricing must be all-inclusive.
No fuel surcharges or administrative fees will be allowed.

$_____/week for 20 weeks, $_____dollars/year
(figures)

_____00/100
(Written amount)

Respectfully Submitted by:

COMPANY_____ DATE_____

ADDRESS_____

CITY/STATE_____ ZIP_____

TELEPHONE_____ FAX_____

AUTHORIZED SIGNATURE_____

PRINT NAME & TITLE_____

EMAIL _____

VENDOR REFERENCES

Previous Customers | Equipment Used

1. Name _____ _____

   Phone _____ _____

   Type of Work _____

2. Name _____ _____

   Phone _____ _____

   Type of Work _____

3. Name _____ _____

   Phone _____ _____

   Type of Work _____

4. Name _____ _____

   Phone _____ _____

   Type of Work _____

5. Name _____ _____

   Phone _____ _____

   Type of Work _____

6. Name _____ _____

   Phone _____ _____

   Type of Work _____

City of Mt. Pleasant
2015 Grounds Mowing Bid

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall maintain the facilities in a neat and professional manner to achieve the results outlined in this bid request. The required duties are as follows:

1. Turf mowing of the Kinney Street and Arnold Street boulevards (entire length of both streets from Bellows Street north to Pickard.)

2. Turf mowing of the street islands located at:
   a) Maple and Elizabeth Streets
   b) Crescent and Center Streets
   c) Hopkins and Highland Streets

3. Upton Drain Area – Glen Street
   a) Turf mowing and weed whipping of the Upton Drain Area on Glen Street between Crescent and Hopkins Streets.
   b) The west, north, and south sides are to be mowed and whipped down the slope to a height even with the grade mowed.
   c) The east side shall be whipped around guard rails and down the slope to a height even with grade.

4. City Outlot A (retention pond) – Country Way and Orchard Lane:
   Turf mowing and weed whipping along curbs and shrubs (if any) at outlot A at the southwest corner of Country Way and Orchard Lane.

5. Former Mt. Pleasant Center Property – 1400 W. Pickard Street:
   Turf mowing and weed whipping around all trees, shrubs, and along curbs where needed on:

   1. Pickard Street from Crawford Road (Harris Street) to Bamber Road – the area located from the curb on Pickard Street, then north approximately 100'.
   2. An area approximately 50' wide on the east side of the property that borders the property owned by the Saginaw Chippewa Indian Tribe.

   Please note: The Street Department superintendent will advise the contractor of exacting mowing location(s) at this site.

   **** Please see the attached maps for mowing locations. ****

6. Turf to be mowed at a maximum of four inches (4") to the minimum of two inches (2") high.

8. Bids will be based on performance of the work, as follows:

   a. Work shall begin on or around May 1, dependent upon weather conditions, turf conditions, etc. Please note: Work may begin before May 1.

   b. Mow areas as needed, **but no less than once per week** for 20 weeks between May 1 and September 30, dependent upon growing conditions. Any deviation in frequency (more or less mowing) shall be determined by turf conditions, weather, and the Street Department superintendent.

   c. Agreement shall cover the period beginning May 1, 2015 and ending September 30, 2015, subject to the conditions listed in (b) above.

OTHER REQUIREMENTS

1. Method of Payment

The City will make monthly payments upon submittal of invoices by the Contractor. The monthly invoices shall include an itemized listing of hours worked for the various major groupings and the hourly rate associated with each. Annual billing shall not exceed the total annual bid price. **No fuel surcharges or administrative fees will be allowed**. Bid pricing shall include all fees.

2. Early Termination

The City reserves the right to terminate the contract upon thirty (30) days written notice for any reason, up to and including unsatisfactory performance, to be determined solely by the City.

3. Contractor to Perform

The Contractor agrees to provide the services bid as described above in this bid request. Contractor agrees to maintain the premises described in a clean, sanitary, and presentable condition, and shall perform at minimum acts described herein in order to maintain the premises in said clean, sanitary, and presentable condition as required. Further, except as otherwise stated herein, the Contractor shall be responsible for providing all items, equipment, articles, materials, and operations, including labor, materials, equipment, supplies, and incidentals necessary to complete the requirements of the contract.

4. Indemnification

The Contractor agrees to hold harmless, indemnify, and defend the City of Mt. Pleasant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by the Contractor.

5. Insurance

The Contractor does further agree that, in order to protect itself, as well as the City of Mt. Pleasant, under the indemnity provision hereinabove set forth, the Contractor will at all times during the term of this agreement have and keep in force general liability, worker's compensation, and vehicle insurance policies that meet the levels of coverage as required by the current City Standard Construction Specifications. Contractor must provide evidence of such policies to the City for the duration of the contract. The Contractor agrees to name the City as an additional insured and to cause the City to be notified should such insurance policy/policies be canceled for any reason. Cancellation of insurance will result in termination of the contract.

6. Occupational Safety and Health Act

The Contractor specifically agrees to comply with all relevant facets of the Michigan Occupational Safety and Health Act, being Public Act No. 154 of 1974, as amended. Further, Contractor agrees to provide his employees with all reasonable and appropriate safety equipment necessary to carry out the terms and covenants contained within this agreement.

7. Default and Remedy

The failure of the Contractor (including the failure of any employee provided by the Contractor) to abide by any of the terms, conditions, or requirements expressed in this bid request, shall constitute a default if not promptly corrected by the Contractor upon receipt of a notice of deficiency and request of compliance from the City. In the event of a default by the Contractor, the City may cancel this agreement by sending written notice of cancellation to the Contractor.

8. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement contained in the contract shall be construed so as to find the Contractor an employee of the City, and the Contractor shall be entitled to none of the rights, privileges, or benefits of City employees except as otherwise may be stated herein.

9. Compliance with Regulations

In addition to the Michigan Occupational Safety and Health Act described above, the Contractor agrees to abide by all statues, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the City to terminate this contract immediately upon delivery of written notice of termination to the Contractor.

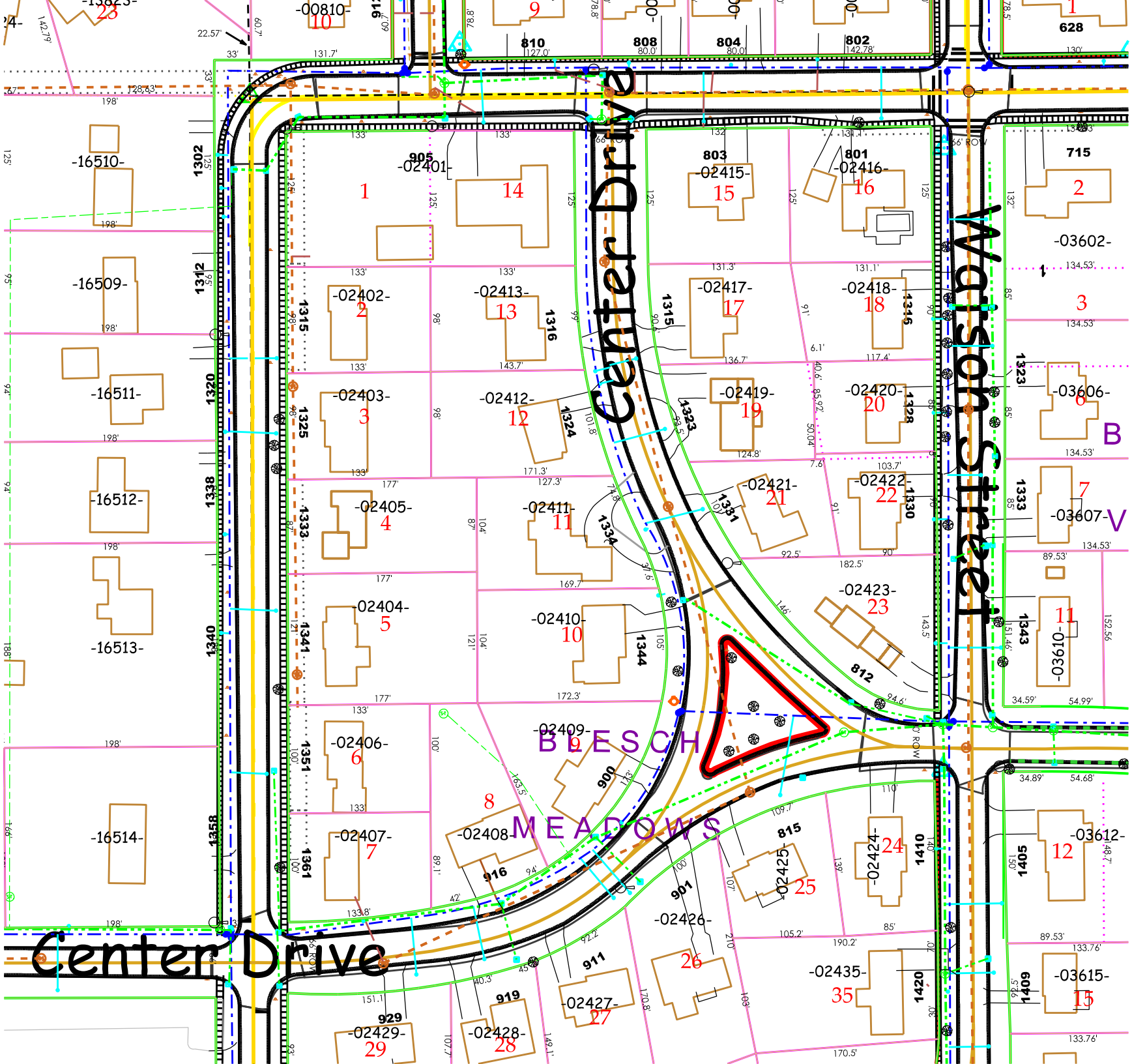
10. References

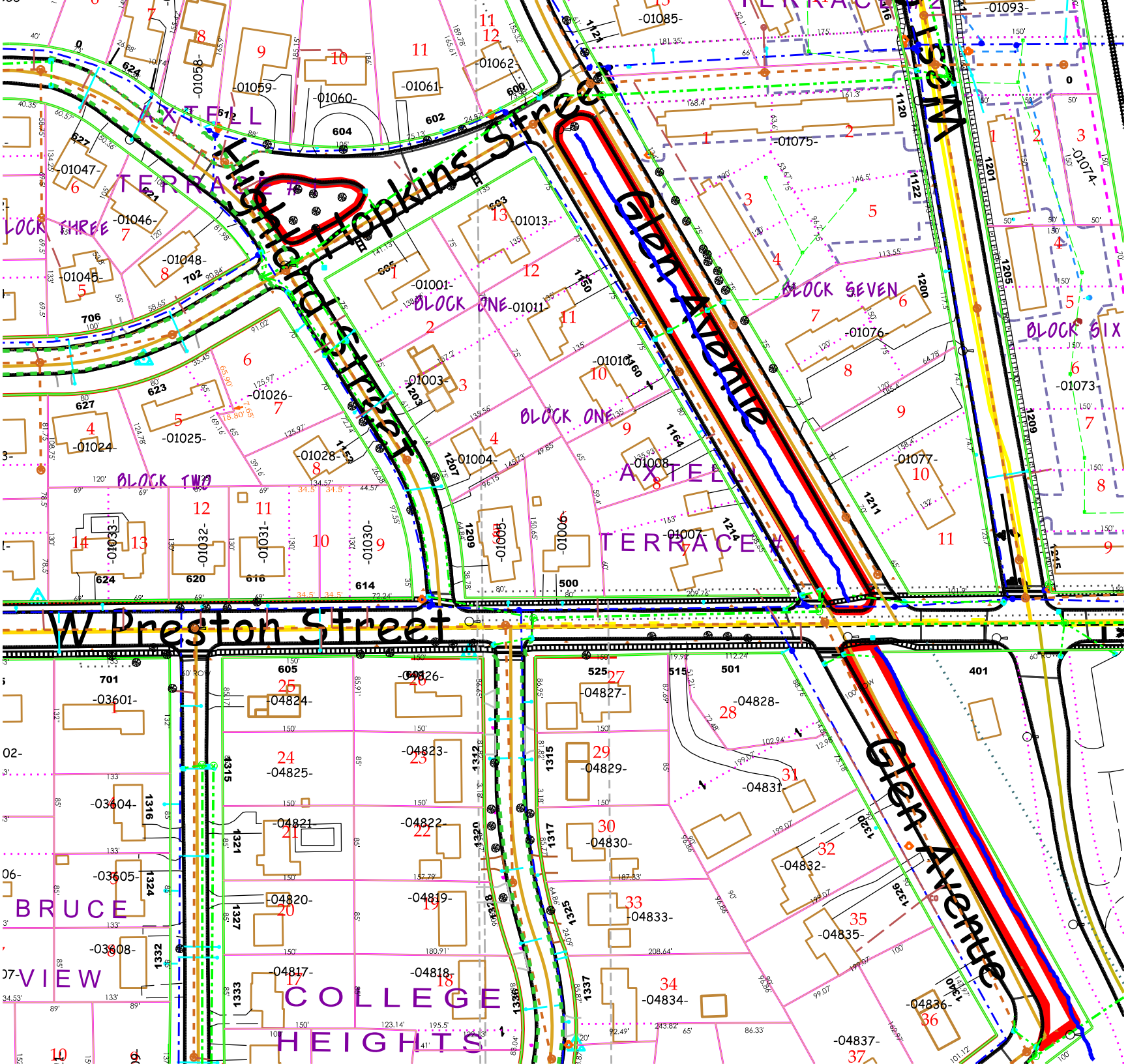
Please provide a list of current or past customers. Include a contact name and telephone number for each reference.

11. Bid Forms

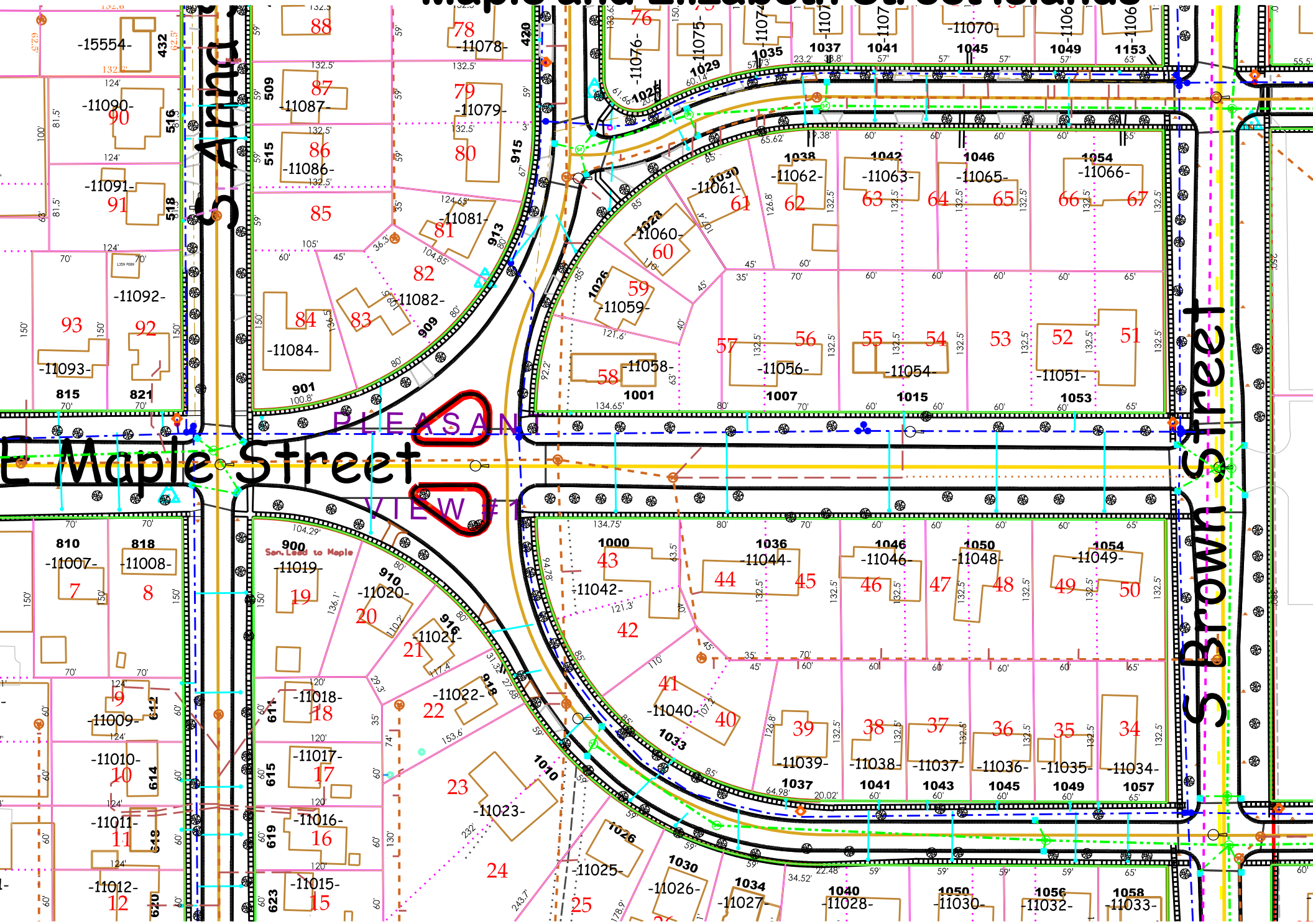
All bidders must complete and submit the proposal and reference forms. The successful bidder(s) shall, prior to commencement of the contract, provide the Street Department supervisor with a calendar indicating the time frame of monthly, quarterly, and annual maintenance items so as to assist both parties in monitoring the performance of the contract.

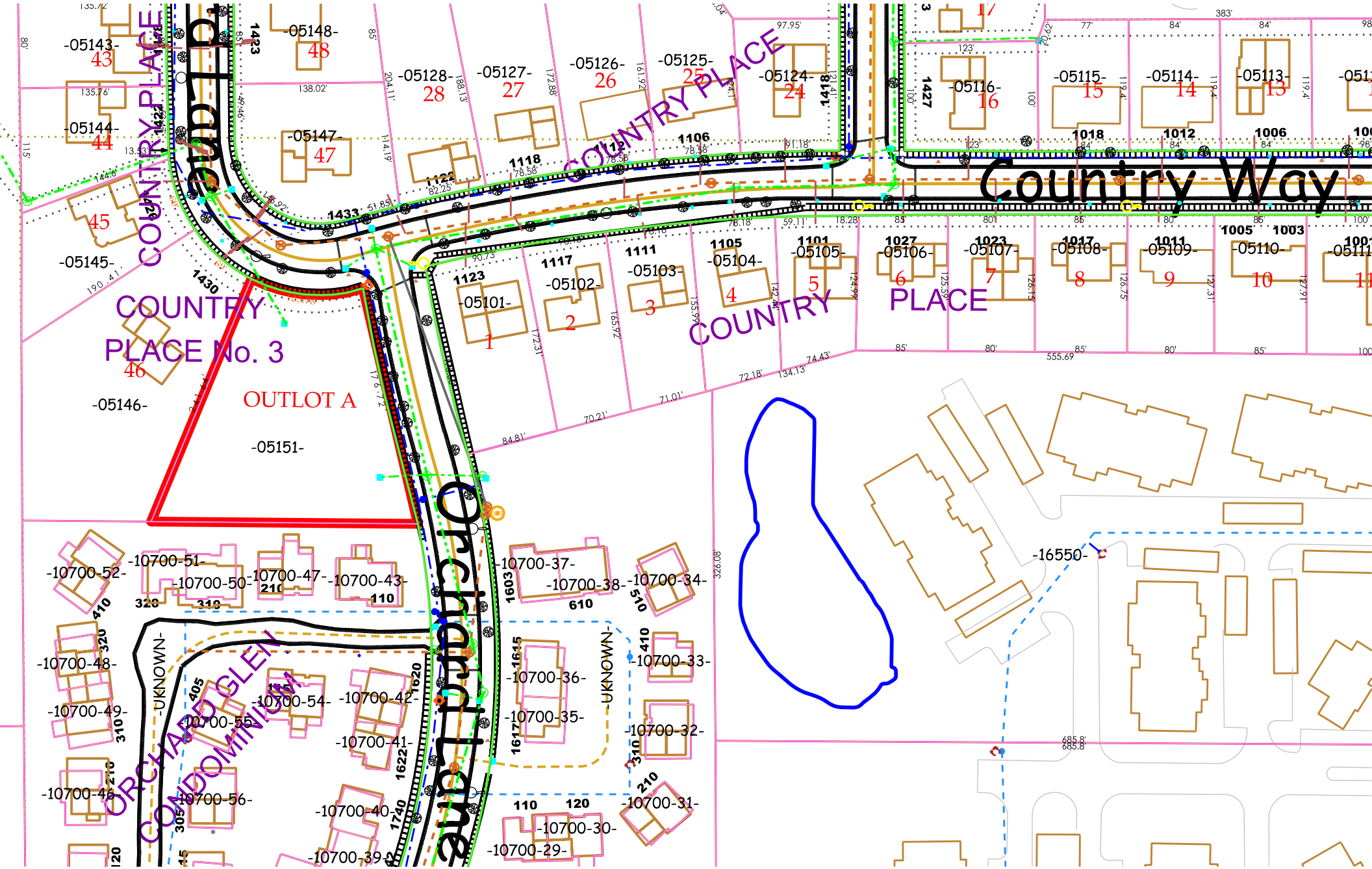
Center Drive and Crescent Island



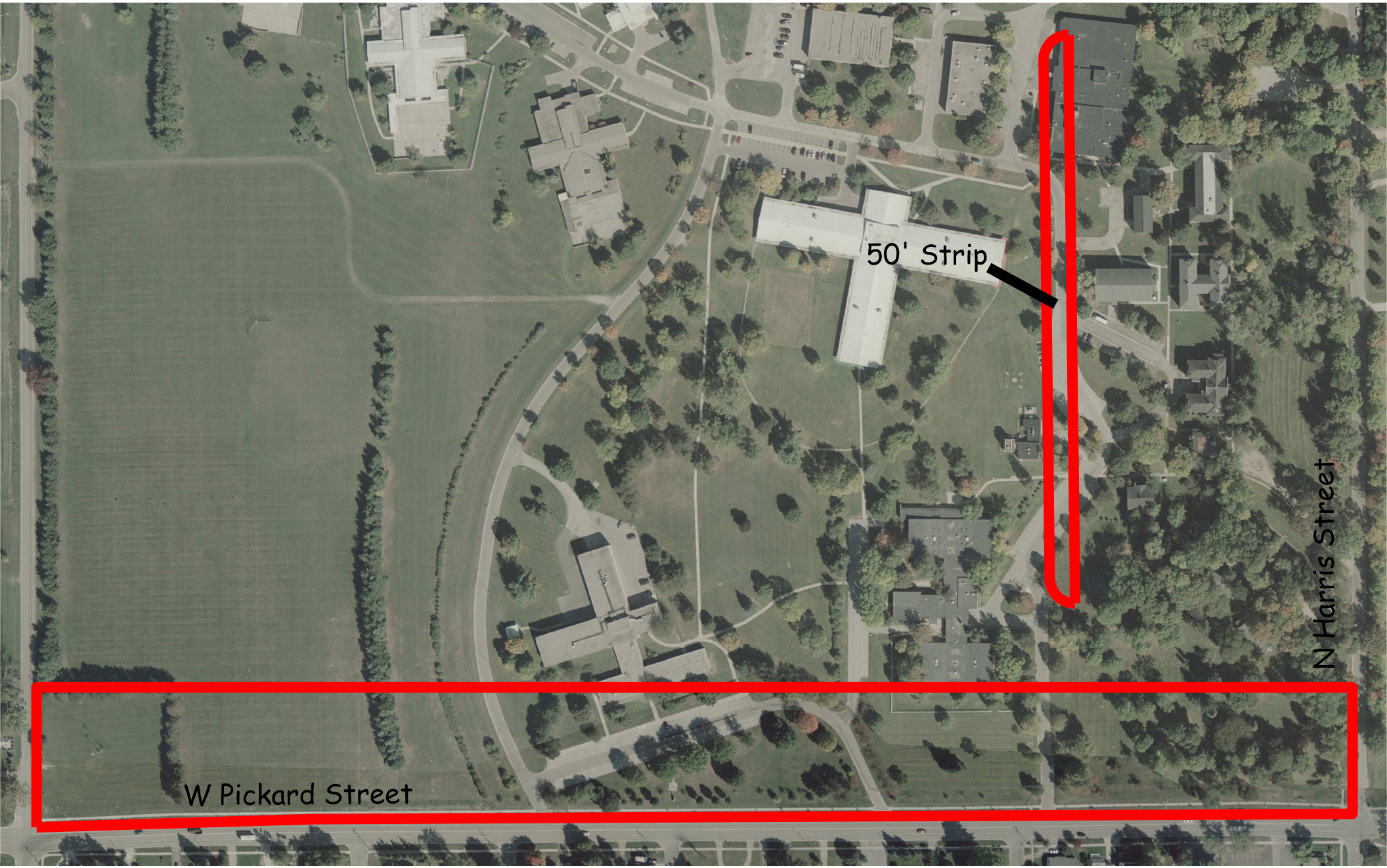

Hopkins and Highland Island and Glen Avenue
Hopkins Street
Highland Street
Glen Avenue
W Preston Street
AXTELL
TERRACE #1
BLOCK ONE
BLOCK TWO
BLOCK THREE
BLOCK SEVEN
BLOCK SIX
BRUCE
VIEW
COLLEGE
HEIGHTS

Maple and Elizabeth Street Islands





City Outlot A - Country Way and Orchard Lane



Former Mt. Pleasant Center Property