# City of St. Clair

# **Request for Proposals**

## (Lawn Maintenance Services)

## SCOPE OF WORK

The City of St. Clair (herein referred to as "City") is seeking to retain a contractor for general lawn maintenance services. These services include furnishing all labor and equipment necessary for the mowing, trimming and edging of lawns at city-owned properties. Services also include the removal of grass, leaf cuttings and materials remaining as a result of such mowing, trimming or edging work as described in these bid specifications. All work will be done upon the discretion of the Department of Public Works and/or City Administration.

The terms of this contract will begin April 7, 2015 and run through December 31, 2016, unless extended under provision of this RFP.

## **Specific Locations**

- 1. <u>Community Center</u> All lawn areas within the entire block bounded by Trumbull Street, Fifth Street, Cass Street and Fourth Street.
- 2. <u>Municipal Offices</u> All lawn areas adjacent to the Bernard E. Kuhn Municipal Building, 547 N. Carney Drive, including areas adjacent to parking lots.
- 3. <u>St. Clair Boat Harbor</u> All lawn areas within the harbor facility and adjacent to the Wastewater Treatment Plant (including area inside fence).
- 4. <u>Wastewater Treatment Plant</u>–All lawn areas at the Wastewater Treatment Plant, which is located adjacent to the boat harbor on the Pine River.
- 5. <u>Patrick Sinclair Park</u> The entire lawn area bounded by M-29, Clinton Avenue, Pepper Joe's Restaurant and the Pine River.
- <u>Rotary Centennial Park</u> Lawn area bounded by Pepper Joe's Restaurant, Clinton Avenue, Fourth Street extended and the Pine River (includes area at the dead end of Fifth Street, south of Pine Street).
- 7. <u>St. Clair Library and Fire Hall</u> –All lawn areas bounded by Third Street, Cass Street, Second Street and Trumbull Street.

- 8. <u>Palmer Park</u> All lawn areas located within Palmer Park (bounded by N. Riverside Avenue and the St. Clair River).
- 9. <u>Hillside Cemetery</u> All lawn areas within Hillside Cemetery including lawn area on the west side of St. Clair Highway.
- 10. <u>Klecha Park</u>—Lawn area located within Klecha Park which is adjacent to Hillside Cemetery (bounded by Goffe Street and Palmer Street).
- 11. <u>Diamond Point Park</u> All areas located at the intersection of M-29 and S. Riverside Avenue.
- 12. Greig Park All lawn areas located at the park and adjacent skate park facility.
- 13. <u>Spring Street Pump Station</u> All lawn areas surrounding the Spring Street pump station just north of Palmer Street, including an approximate 35' easement from pump station west to S. Riverside Avenue.
- 14. <u>Retention Pond</u> at Parkview Subdivision on Carney Drive, north of Vine Street.
- 15. <u>Median on Trumbull</u> West of Riverside (M-29).

## **Details**

- 1. All bids are to be submitted on the attached bid proposal form in a sealed envelope.
- 2. The City is exempt from all federal and state taxes.
- The successful bidder is responsible for public liability, personal injury, worker's compensation and any other business insurance specified in the contract documents. The bidder must provide proof of said insurance and name the City as an additional insured.
- 4. The successful bidder will be required to sign a hold harmless agreement as part of the contract documents.
- 5. All bids shall include price proposals. Fuel costs are to be included in the proposal.
- 6. All guarantees shall be stated in full and attached to the bid proposal form. Any exceptions to the specifications shall be stated on the bid proposal form or on a sheet of paper attached to the bid proposal form.

- 7. All bidders shall supply documents regarding information on their past performance. This shall include client references, disclosure of how long the company has existed and a description of the principals (president, owner) of the company.
- 8. The bidder will be responsible to inspect the sites of the proposed work to determine all conditions.
- 9. The mowing of lawns and green areas shall be on a seven-day interval basis. All mowing/trimming/edging shall be performed as indicated in the mowing/trimming schedule. The City may require that some areas be serviced on more than one day each week. No service shall take place on Saturday or Sunday unless pre-approval is given by the City. All grass cutting will be done at a height of cut determined by the City. Mowing equipment must be in good condition with sharp cutting blades. Grass clippings shall be collected and removed from the site. Mulching may be approved by the owner at certain locations provided mowing can be accomplished without excess accumulation of grass clippings.
- 10. All park walkways and drives shall be kept in a clean state that is free of debris and grass clippings. All drives and walks shall be edged once per month.
- 11. Sidewalks or objects that have grass growing up to, in, around or under, are required to be trimmed at the same frequency that grass is mowed.
- 12. The contractor must provide all equipment, labor and supplies necessary for the fulfillment of the contract.
- 13. All equipment and supplies shall be used in a manner which is safe for all park users and in accordance with all local, state and federal safety standards.
- 14. All work must be performed in a timely manner and to the satisfaction of the City.
- 15. The contractor shall be responsible for immediate reporting to the City's representative any acts of vandalism observed or damage to city turf and related property.
- 16. The contractor shall be responsible for any damage to lawn sprinklers, electrical systems, plantings of any City property as a result of the contractor's work. Any such damage must be repaired at the contractor's expense. This is to include material and labor.
- 17. Subcontracting is prohibited unless authorized by the City in writing. In the case of any work that is sublet, the contractor shall require the subcontractor to supply similar insurance, unless such employees are covered by the insurance protection offered by the contractor.

- 18. The name and legal status of the bidder, corporation, partnership or an individual shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held and must give the title of the official having authority under the bylaws to sign contracts; a partnership bidder shall give the full name and addresses of all the partners.
- 19. Experience and qualifications-it is the intention of the City to award this contract to a bidder that would perform and complete all work in a satisfactory manner. Bids are, therefore, only solicited from responsible bidders known to be skilled and regularly engaged in work of a similar character and magnitude to that covered by the contract documents.

In addition, the bidder shall meet with City representatives and give further information in relation to proposed tentative plans and schedule of operations in order to determine the bidder's qualifications, responsibility and ability to perform and complete the work in accordance with the requirements.

Start and completion dates will be considered in the award of this contract.

- 20. Prices stated in the proposal must be plainly written, illegibility of any word or figure in the proposal may be sufficient case for the rejection of the proposal by the City.
- 21. The mowing completion date shall be not later than Friday of each week during the contract term.
- 22. All work shall be conducted with proper consideration to weather and soil conditions. Work shall not be performed in adverse weather conditions, or if soil conditions would be compromised by performance of such work.
- 23. For work conducted at <u>Hillside Cemetery</u>, proper care and consideration shall be given as to not cause damage to stones, monuments or other features. Should damage be caused by contractor through the performance of lawn care work, it shall be the responsibility of the contractor to repair said damage at their expense. <u>A three-way</u> <u>deck or rear discharge system should be utilized.</u>
- 24. The bidder to whom the contract has been awarded will be required to execute the agreement within ten (10) days of award notice. In case of the bidder's refusal or failure to do so, the bid and contract award will be considered as abandoned. All bidders' rights and interest in the award will be declared forfeited to the City and the work may be awarded to another.

- 25. It is the intent to award this bid in its entirety to one bidder. However, the City retains the right to accept or reject (in part or whole) any and all bids received. Any proposal wishing to be withdrawn by the bidder must be done in writing prior to the time of the bid opening on the above listed date. Any bid award is subject to review and approval by the St. Clair City Council. All bid results will be made available to the public after the RFP is awarded. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the experience and/or past performance of the bidder and sufficiency of the financial resources.
- 26. CITY'S RIGHTS TO TERMINATE –The City reserves the right to terminate the contract at any time, for any reason, whether before, after or during the term of work. Upon written notice of termination, the contractor will be entitled to payment of all sums due the contractor for work completed at the date of such notice according to the contract documents.
- 27. OPTION TO RENEW: This contract may be extended for one additional year. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause this contract to expire on the original or mutually agreed upon date.

#### **INSURANCE REQUIREMENTS**

DAMAGE LIABILITY AND INSURANCE REQUIREMENTS – The contractor shall save harmless and indemnify the owner and all 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 progress and to the completion of the work.

- A. WORKERS COMPENSATION INSURANCE The contractor, prior to the execution of the contract, shall file with the owner a certification that he carries workers compensation insurance at State of Michigan statutory limits.
- B. BODILY INJURY AND PROPERTY DAMAGE The contractor shall, prior to execution of the contract, file with the owner copies of policies and adequate certification pertaining thereto with the project name and general description indicated, as evidence that he carries adequate insurance to protect the public and owner against public liability and property damage. Where specified by the owner at the time of taking bids, similar insurance shall be provided to protect the owner of the premises on or near which operations are to be performed. This City of St. Clair shall be named on each policy as an additional insured. The required limits are as follows:

## Comprehensive General Liability

Bodily Injury- each occurrence	\$1,000,000.00
Bodily Injury- aggregate	2,000,000.00
Property damage- each occurrence	1,000,000.00
Property damage- aggregate	2,000,000.00
Or combined single limit	2,000,000.00
Comprehensive Automobile Liability	
Bodily Injury	\$ 500,000.00
Property Damage	250,000.00

Umbrella or Excess Liability	\$1,000,000.00
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Or combined single limit

C. NOTICE – All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the owner 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.

1,000,000.00

## City of St. Clair Mowing/Trimming Schedule

<u>Location</u>	Cutting/Trimming Day	Edging, All Drives and Walks	
Community Center			
(Trumbull St.)	Tuesday or Wednesday	Once a month	
Municipal Offices			
(Carney Drive)	Tuesday or Wednesday	Once a month	
Library and Fire Hall	Tuesday or Wednesday	Once a month	
St. Clair Boat Harbor	Thursday	Once a month	
Hillside Cemetery	Thursday	Once a month	
Klecha Park	Thursday	Once a month	
Palmer Park	Friday	Once a month	
Patrick Sinclair Park	Friday	Once a month	
Rotary Park	Friday	Once a month	
Diamond Point Park	Tuesday or Wednesday	Once a month	
Greig/Skate Parks	Tuesday or Wednesday	Once a month	
Spring Street Pump Station	Tuesday or Wednesday	Once a month	
Wastewater Treatment Plan	t Tuesday or Wednesday	Once a month	
Retention Pond	Tuesday or Wednesday	Once a month	
Trumbull/M-29 Median	Tuesday or Wednesday	Once a month	

Note 1: Sidewalks or objects that have grass growing up to, around or under them, are required to be trimmed at the same frequency the grass is moved.

Note 2: Additional mowing during Holidays or special events must be pre-approved by the owner.

Note 3: Weekend cutting (due to inclement weather only) must be pre-approved by owner.

## **BIDDING CONDITIONS**

In accordance with the invitation for bids for this project, the undersigned bidder hereby proposes to furnish all labor, materials and equipment in accordance with the specifications and contract documents for the prices as indicated in this proposal. The indicated prices are to cover all expenses incurred in performing the work required under the Bid Specifications and Contract Documents.

In submitting this Proposal, the Bidder represents that:

- A. The bidder has examined and is familiar with the specifications and related documents.
- B. The bidder has visited and is familiar with the sites of the proposed work.
- C. Number of years experience in this work: \_
- D. List of equipment to be used for this service.
- E. References may be required.

**LEGALITY**: All bid offers for commodities, work, materials or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Michigan and the Federal government and local laws, ordinances and regulations of the City of St. Clair. No Bidder shall be in default of any tax or payment to the City of St. Clair at time of RFP submission, or during the course of any RFP award. Contractor will comply with the provisions of all State and Federal Fair Employment Practices and Labor Law.

# Proposal – Annual Service

## Proposal must be filled out in ink or Proposal will be VOID

Price per cut for mowing, trimming and once a month edging, as stipulated in contract documents:

	YEAR 1	YEAR 2
1. Community Center (Trumbull St)		
2. Municipal Building (N. Carney Dr)		
3. St. Clair Boat Harbor		
4. Wastewater Treatment Plant		
5. Patrick Sinclair Park		
6. Rotary Centennial Park		
7. Library and Fire Hall		
8. Palmer Park		
9. Hillside Cemetery		
10. Klecha Park		
11. Diamond Point Park		
12. Greig/Skate Parks		
13. Spring Street Pump Station		
14. Retention Pond		
15. Median on Trumbull W of Riverside (M-29)		
Per Cut Price for mowing, trimming, Once a month edging total		
Bidder's name		
Bidder's address		
City, State, Zip		
Bidder's Telephone #		
Bidder's Signature		
Fall/Spring Clean-Up Proposal:		
Cost per clean-up		