

BID DOCUMENTS
FOR
2024 GRASS MOWING PROGRAM



CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867

March 21, 2024

NOTICE TO BIDDERS

2024 GRASS MOWING PROGRAM FOR THE CITY OF OWOSSO, MICHIGAN

Sealed bid proposals will be received by the City of Owosso for the **2024 GRASS MOWING PROGRAM** and should be addressed to:

Bid Coordinator
City of Owosso
301 W Main Street
Owosso, MI 48867

Major items include: **The mowing and trimming of privately owned properties with grass/weeds taller than the ordinance maximum of eight (8) inches as ordered by the Code Enforcement Officers.**

Sealed bids will be accepted until **3:00 p.m. TUESDAY, APRIL 23, 2024** for the **2024 GRASS MOWING PROGRAM** at which time bids will be publicly opened and read aloud. This bid will be considered "All or None".

"All or None" means that bidders are required to submit pricing for all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal, will provide proof of insurance.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

2024 GRASS MOWING PROGRAM

Hard copies of the proposal and specifications are on file and may be obtained for a fee in accordance with the City's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The City reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the City of Owosso.

No work can begin before May 15, 2024 and all work is to be completed by October 15, 2024.

INQUIRIES/ADDENDUMS

Addendums will be available on the City's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, via e-mail to Tanya Buckelew at: tanya.buckelew@ci.owosso.mi.us

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the City.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the City when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage –The winning bidder, prior to execution of the contract, shall file with the City copies of completed certificates of insurance naming the City of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the City.
9. The City of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the City limits and paying real or personal property taxes to the City of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the City limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
 - a. **Bid Proposal**
 - b. **Signature Page and Legal Status/Acknowledgement of Addendum(s)**
 - c. **Local Preference Affidavit**
 - d. **W-9 Request for Taxpayer ID No. and Certification**

2024 GRASS MOWING PROGRAM

GENERAL SPECIFICATIONS

- Mowing privately owned residential and possible commercial properties
- Approximately every week, no earlier than May 15th and with prior approval, the contractor will receive a list of privately owned properties that will be assigned to mow
- The list will have the property address and the relative size of lot
- The contractor is required to take a digital photograph of the property before mowing, with the house address in the picture and the date of the picture on the photo
- After the lot is mowed, a similar picture is to be taken with the date on the photo
- The grass is to be mowed to a height of 3" or less
- The tall grass is to be trimmed where it is not mowed, which includes noxious vegetation at fence lines and building foundations
- The cut grass is to be removed from the property
- Pictures and a completed list of properties with dates mowed should be submitted on a weekly basis or as requested
- Payment will be made based on the lots mowed and only on those where the pictures have been properly taken
- An invoice for the properties mowed should be submitted on a monthly basis
- Care should be taken to move relatively small items, toys, chairs, tables out of the mowing area so they are not damaged while mowing
- Please note on your completed list of property mowed any large amounts of brush, rubbish or garbage that is evident on the lot
- The normal single (S) City residential lot is 66' X 132' (8,712 square feet)
- A double lot (D) is considered to be from 8,713 to 17, 424 square feet in size
- An over double lot (OD) is over 17,425 square feet.

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY - The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*
2. BID ACCEPTANCE - The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.
3. PAYMENT - The payment will be made by the city when the work done have been fully completed to the full satisfaction of the city and on a monthly basis.
4. BID DEFAULT - In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. UNIT PRICES - Prices should be stated in units of quantity specified.
6. QUOTED PRICES - Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.
7. HOLD CITY HARMLESS - The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.
8. COMPETITIVE BIDDING STATUTES - The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.
9. BIDDERS - The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.
10. INSURANCE AND HOLD HARMLESS - To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Owosso. The requirements below should not be interpreted to limit the liability of Contractor. All deductibles and SIR's are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
 - c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage.
 - e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso shall be listed as additional insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.
 - f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: **(The City of Owosso, Terri Sinn, Insurance Coordinator, 301 W. Main Street, Owosso, MI 48867).**
 - g. Proof of Insurance Coverage: Contractor shall provide the City of Owosso at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
 - h. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Owosso at least ten (10) days prior to the expiration date.
11. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES - Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.
 12. CONTRACTOR'S RESPONSIBILITY FOR WORK - The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.
 13. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF - Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to

subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

14. OWNER'S RIGHT TO DO WORK - If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.
15. DEFINITION OF NOTICE - Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.
16. SUBCONTRACTS - The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.
17. ASSIGNMENT OF CONTRACT - The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.
18. MAINTAINING TRAFFIC - The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.
19. ORDER OF COMPLETION - The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.
20. CLEANUP - The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum broken or rejected materials, empty containers or general debris.
21. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES - The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

**BID PROPOSAL
2024 GRASS MOWING PROGRAM**

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, list under "other services/items offered."

The City may award segments of this bid to more than one contractor.

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to 2024 GRASS MOWING PROGRAM from May 15, 2024 through October 15, 2024 listed below at the following prices to wit:

ITEM	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mow and trim privately owned single (S) residential lot 66' X 132' or smaller (8,712 square feet or less) – May 15 through October 15, 2024	50	Each		
2.	Mow and trim privately owned double (D) size residential lot (8,713 to 17,424 square feet) - May 15 through October 15, 2024	15	Each		
3.	Mow and trim privately owned over double (OD) size residential lot (17,425 or more square feet) – May 15 through October 15, 2024	10	Each		
TOTAL BID					

SIGNATURE PAGE AND LEGAL STATUS/ACKNOWLEDGEMENT OF ADDENDUM(S)

On behalf of _____, I hereby submit this proposal for the **2024 GRASS MOWING PROGRAM** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals, and waive any irregularities in the bidding process. The City may award this contract based on any combination of the total bid and/or alternates. The undersigned certifies that he is official and legally authorized to bind his firm to enter into a contract should the City accept this proposal.

Bid proposal by (Name of Firm):		
Please check the appropriate box and USE CORRECT LEGAL NAME		
<input type="checkbox"/> Corporation	State of Incorporation:	
<input type="checkbox"/> Partnership	List of names:	
<input type="checkbox"/> DBA	State full name:	
<input type="checkbox"/> Other	Explain:	
Signature of Bidder:		
Printed Name:		
Title:		
Business Address:		
Phone:		
Email:		
Signed this:	Day of:	2024
Bidder acknowledges receipt of the following Addenda:		
ADDENDUM NO:	BIDDER'S INITIALS:	
PLEASE PROVIDE THE FOLLOWING INFORMATION:		
1. Contractor shall provide a list of all power equipment and motor vehicles available for performing these services.		
2. Contractor shall advise how many staff are available at time of bid submission to perform the mowing and trimming services.		

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The City of Owosso has a local preference policy for the purchase of goods and services as recorded in the City ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a City-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a City-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the City limits which pays real and/or personal property taxes levied by the City.
The term "county-based business" shall be interpreted to mean a business other than a City-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a City-based business bidder to a non-City-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a City-based or county-based business.

LOCAL PREFERENCE AFFIDAVIT

In accordance with Section 2-348 of the Owosso City Code, the bid from a business located in Shiawassee County shall be adjusted to reflect preference. In order for the City to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature:

Title:

Company name:

Date:

