



CITY OF BERKLEY MICHIGAN
Building Department
3338 Coolidge Hwy, Berkley, Michigan 48072
(248) 658-3320

INVITATION TO BID

MOWING SERVICES

The City of Berkley is accepting sealed bids for mowing services at various sites within the city limits. Sealed bids must be submitted via MITN or via mail. To register, go to the MITN website: www.MITN.Info. To submit a bid by mail, please mail sealed bids to: CITY OF BERKLEY, 3338 Coolidge Hwy, Berkley, MI 48072, ATTN: TIMOTHY MCLEAN/MOWING SERVICES. Responses are due by 10 AM on May 4, 2018.

Bid specifications may be downloaded from MITN or the city's website at www.berkleymich.org. Hard copies are available at City Hall located at 3338 Coolidge Highway, Berkley, Michigan 48072. All proposals must be submitted on forms furnished by the City of Berkley and submitted via MITN or mail.

The City reserves the right to accept or reject any or all bids and to waive any formal defects or irregularities in the bids, when deemed to be in the best interest of the City. The right is further reserved to accept a bid higher than the low bid when, in the opinion of the City Council, the public interest will be better served.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability. Reasonable accommodations will be provided for qualified individuals with a disability, if requested.

Timothy McLean
Community Development Director
Berkley, Michigan 48072
(248) 658-3320



CITY OF BERKLEY MICHIGAN

Building Department
3338 Coolidge Hwy, Berkley, Michigan 48072
(248) 658-3320

REQUEST FOR PROPOSAL GRASS AND WEED CUTTING SERVICES

PURPOSE:

The City of Berkley is soliciting bids from qualified contractors to provide mowing services (all labor, materials, and equipment) as described in these specifications. Areas shall be maintained with a safe, clean appearance as otherwise noted herein. This agreement shall be in effect for a one-year period and may be renewed by the City of Berkley for two, one-year periods at mutually agreed prices.

SCOPE:

The City of Berkley Code Enforcement Department is responsible for enforcing laws relative to noxious weeds. In those instances where the owner does not cut the weeds or grass, the City hires a contractor to perform this service, pays the contractor and bills the property owner.

Properties are located throughout the City and range in size from very small non-residential sites to vacant lots. Vegetation may range from weeds and grass just over eight inches tall to very overgrown properties with weeds reaching three to four feet in height. Due to the nature of the program the number of sites to be cut in any given month varies as does the cost incurred to cut the property. Over the past several years however, during the months of May through November, the number of sites needed to be cut by an outside contractor have averaged about 4-5 per month.

In requesting bids for mowing and weed cutting services, the City of Berkley makes no guarantee as to the number of sites to be cut, the frequency with which they may need to be cut or the total amount of the contract.

Additional information about the program may be obtained by contacting Code Enforcement Officer Jim McWilliams at (248) 658-3320.

CONTRACTOR RESPONSIBILITIES:

1. All work shall be performed in a professional and courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA and MIOSHA safety standards.
2. Mowing season will start approximately May 1 and will end approximately November 15th.
3. Mowing height shall be 2" for all general yard areas. Mower adjustments are to be made and measured on a flat surface.

4. **Properties are to be cut within 48 hours of the request for cutting unless unfavorable weather conditions make cutting impossible. Weekend work is acceptable.**
5. Trimming shall be done on same schedule as mowing using string trimmers. This standard includes fence lines, rounds in lawn trees, shrubs, buildings, etc. Areas around buildings and fences must be trimmed to a level at or below 4" wherever possible.
6. Weeds are to be trimmed and removed in bed areas containing such materials as stone, woodchips, brickchips, etc., surrounding or bordering yard.
7. It will be the contractor's obligation to ensure that shrubs, trees, etc., be protected from damage cause by the use of mowers and weed whips. Any injury or damage shall be given remedial or corrective treatment, approved by the City. The City shall be notified immediately of damage incurred.
8. In residential and commercial areas all cut weeds and grass must be collected and removed from the site.
9. Other than weeds and grass that have been cut the Contractor is not to remove anything from the sites.
10. The contractor shall photograph each site prior to mowing. A yard stick, indicated 8" and 12" must be visible in photograph to verify grass/weed height.
11. The contractor shall be responsible for the removal and disposal of the cut grass and weeds at his/her own expense.
12. The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
13. The Contractor shall not sublet, assign or transfer the contract or any portion or any payment due him thereunder, without the written consent of the City.
14. Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall adhere to the following dress code: safety shoes, long pants (no shaggy cut-offs, etc.) and a shirt at all times.
15. All invoices must be received within 30 days of the date of service.

CONTRACTOR'S QUALIFICATIONS:

1. **EXPERIENCE**
No award will be made to a company that is in violation of any State laws or local ordinances. Bids will be accepted from companies that have been in the mowing business for a minimum of two years.
2. **EQUIPMENT**
The successful bidder must have equipment acceptable to perform the work. All bidders must include with their bid a list of all equipment to be used showing models and model year. The City reserves the

right to inspect the equipment at the vendor's site as part of the evaluation process. The final decision as to the acceptability of this equipment rests with the Director of the Department of Public Works.

3. INSURANCE REQUIREMENTS:

The Contractor shall comply with the requirements of the Michigan Workmen's Compensation Law, and shall maintain Commercial General Liability insurance, as specified below. Proof of insurance coverage shall be provided to the City Clerk prior to commencing work. All required insurance shall name as Additional Insured's the City of Berkley, including all elected and appointed officials, employees and volunteers. Such insurance shall include an endorsement that 30 days advance written notice of cancellation or non-renewal of, or material change in, any such insurance shall be provided to the City.

The Contractor shall secure and maintain, during the life of this contract, Worker's Compensation Insurance as required by Michigan State Law, for all employees performing work under this contract.

The Contractor shall secure and maintain, during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. 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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverage, with limits of liability not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Contractor shall secure and shall maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City of Berkley, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of each accident and property damage in an amount not less than \$200,000 each accident and \$200,000 aggregate.

4. LICENSE TO DO BUSINESS IN MICHIGAN

At the time of awarding the contract, successful vendor must provide proof to the City of Berkley that the firm/company is licensed to do business within the State of Michigan.

5. RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS

The City reserves the right to accept any proposal, to reject any and all proposals, and to waive any defect or irregularity in any proposal if it is deemed to be advantageous to the City to do so. In particular, any alteration, erasure, or interlineation in the specifications which are made a part, specifically of the instructions or of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.

The City reserves the right to award the contract for the scope of work in its entirety, or to award any part or parts of the contract. The City also reserves the right to award the any part or parts of the contract to one or more Contractors as it deems advantageous to the City.

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 end in view, the form of proposal calls for at least three (3) commercial references concerning their ability to do this particular class of work. The bidder may be required to furnish current evidence of its financial status.

The City reserves the right to determine the acceptability of any Contractor which shall be at the sole discretion of the City.

6. SAFETY

The Contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the City. The Contractor shall comply with all OSHA regulations, as they relate to, and are applicable to the performance of the work of this contract.

7. LEGAL CONDITIONS

The Contractor agrees to abide by all Federal, State, County and Local laws and regulations.

8. "SAVE HARMLESS" CLAUSE

To the fullest extent permitted by law, the Contractor shall indemnify, save harmless and defend the City of Berkley, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, loss or damages, including all costs connected therewith, which may be asserted, claimed or recovered against the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected with Contractor's operations under said contract.

9. IRAN LINKED BUSINESS

An Iran linked business, as defined in the Iran Economic Sanctions Act, 2012 PA 517, is not eligible to submit a bid.

CITY OF BERKLEY RESPONSIBILITIES

1. Properties that need to be cut will be referred to the contractor as needed.
2. Debris filled lots will be cleaned by a separate contractor prior to their being ordered cut.
3. Conduct periodic field inspections. All areas where work is performed as outlined in this specification, will be subject to periodic field inspections by the Code Enforcement Officer. The contractor's presence may be requested during inspections at any or all of the locations specified.



CITY OF BERKLEY MICHIGAN
MOWING SERVICE
Basis of Award

Provide the name, title and contact information for the individual authorized to represent your company. Enter the amount of each component of the bid in the spaces provided below.

Submitted by _____ Date _____
(company name, Address)

Contact person _____ Title _____

Phone: _____ Email _____

There shall be a minimum administrative charge of \$50.00. Please quote prices on an hourly rate basis.

MOWING SERVICES	<i>PRICE</i>
Hourly Rate	

How many years has the company been in business? _____



CITY OF BERKLEY MICHIGAN

MOWING SERVICE

Contractor References

Use this form to provide the names, and contact information for three references (firms) for whom similar services have been provided in the past 2 years. Failure to provide qualified references may be grounds for disqualification of your bid.

REFERENCE 1:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTRACT DATE: _____

DESCRIPTION OF WORK: _____

REFERENCE 2:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTRACT DATE: _____

DESCRIPTION OF WORK: _____

REFERENCE 3:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTRACT DATE: _____

DESCRIPTION OF WORK: _____



CITY OF BERKLEY MICHIGAN
NON-COLLUSIVE AFFIDAVIT

THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
COUNTY OF OAKLAND

_____, BEING DULY SWORN

deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
1. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this

_____ day of _____ 20____
a notary public in and for said County.

Notary Public

My commission expires: _____

Authorized Signature

Printed Name of Signatory

Company Name

Address

City State Zip Code

Area Code & Phone Number

Please note: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY MICHIGAN CONFLICT OF INTEREST DISCLOSURE FORM

Name:	Date:
Company:	Title:
Address:	Address:

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

_____ I have the following conflict of interest to report.

_____ I have the following potential conflict of interest to report.

_____ I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature: _____
Date: _____



CITY OF BERKLEY MICHIGAN HOLD HARMLESS AND INDEMNITY FORM

PURPOSE:

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Berkley (City), its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Contractor or anyone acting on its behalf in connection with or incident to this agreement.

The Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Contractor shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

PLEASE PRINT:

CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

ADDRESS _____

PHONE _____

WITNESS _____

DATE _____