

Specifications for Contract of Lawn Maintenance - Mowing of Otisco Township Properties

Beginning Fiscal year April 1, 2024

It is the intent of Otisco Township (Township) to contract services to maintain the specified Township properties in accordance with the following specifications:

I. DESCRIPTION

Work consists of lawn maintenance such as: raking, grass mowing, grass edging and trimming, and proper removal slash. Disposal of lawn litter, including, but not limited to: Trash and landscape debris such as leaves, sticks, commas, limbs, bagged grass clippings, etc., will be moved off Township properties.

II. CONTRACT PERIOD

Length of contract shall be one (1) year minimum, up to three (3) years maximum.

III. TOWNSHIP PROPERTIES

- a. The Otisco Township Hall – 9663 W. Button Rd. Belding, MI 48809.
- b. The Smyrna Cemetery - N Whites Bridge Rd. Belding, MI 48809
(Approximately 1/8 of a mile north of the stop light located in Smyrna)
- c. The Otisco Township Cemetery - 7625 N. Whites Bridge Rd. Belding, MI 48809.

(Township property location maps here with.)

IV. SPECIFICATIONS FOR MOWING

Mowing includes; grass mowing, grass edging and trimming, and removal/disposal of debris. (See also VI. TECHNICAL SPECIFICATIONS)

V. GENERAL SPECIFICATIONS AND CONDITIONS

- a. **INSPECTION OF LOCATIONS** - Before submitting a bid, Bidders shall be expected to examine each of the locations specified herein where work is to be performed and become satisfied as to the existing conditions under which a contractor will be obligated 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.

- b. 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.

WORKERS COMPENSATION INSURANCE - Certification that contractor carries Workers Compensation Insurance at State of Michigan statutory limits.

General liability coverage for the scope of the project shall be provided to protect the Township. **Otisco Township shall be named on each policy as an additional named insured.** The required limits are as follows.

Comprehensive General Liability:

Bodily injury - each occurrence \$1,000,000

Bodily injury - aggregate \$1,000,000

Property damage - each in 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 within the following minimum limits:

Automobile Injury \$500,000

Property damage \$250,000

Combined single limit \$1,000,000

c. AWARD

Upon notification of contract awarded by the Township, the Contractor shall submit to the Township's designated representative documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the Township, the administrator will contract the contractor and inform them when they may proceed.

d. CONTRACTOR ADMINISTRATOR

The Otisco Township Supervisor or his/her designated representative shall be the contract administrator here and referred to as the “Administrator.” The Administrator will coordinate all activities, audit billing, approve payment, oversee schedules, and generally be responsible for overseeing the execution of the contract.

Adminstrator: Joseph Borek Phone: (616)761-9566 (cell)

e. CONTRACTOR STATUS

- i. 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.
- ii. The contractor shall exercise all supervisory control and general control over all day-to-day operations of his or 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.
- iii. The contractor shall notify Township of any subcontracting.
- iv. All contractors and subcontractors must carry proper insurance and provide certificate to Township.

f. 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 nonperformance, the contract may be cancelled without notice. The contractor may cancel the contract by giving the Township thirty (30) days written notice of such intention. All notices are effective upon date of mailing.

g. 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 the situation occur. It is not the intent of the Township to close any property for anything other than emergency and/or reconstruction reasons.

h. DEFAULT

Non-Acceptable conditions:

If an inspection by the administrator reveals that the contractors work results in any non-acceptable maintenance condition, the following steps will be taken:

- i. The Administrator at the time of the first occurrence shall call a meeting with the contractor to review the condition.
- ii. Should a second occurrence develop, a second meeting will be held. A letter of warning will follow.
- iii. Should a third occurrence develop, a written notice of termination will be sent to the contractor.

In the event of such termination, the Township may deem inappropriate 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 increased cost if failure to perform the contract arises out of any cause beyond his/her control or and without his/her fault or negligence?

i. 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 prorated 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 costs shall require a written change of service to be issued by the Administrator.

j. QUESTIONS

Questions related to this bid shall be directed to the administrator.

k. LAWS, ORDINANCES, AND REGULATIONS

The contractor shall keep himself herself fully informed and comply with all local, state, and federal laws ordinances, And regulations.

l. PERMITS AND LICENCES

Any permit licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the contractor.

m. 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.

n. 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 contractor shall be responsible for replacing these plants with an Administrator approved specimen at no cost to the Township.

o. 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 prosecute all work with all due diligence as 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.

p. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY

The Administrator shall have the right to inspect all equipment and materials 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.

q. SAFETY EQUIPMENT, PROPER CLOTHING, AND APPEARANCE

All personnel working on Township property shall be responsible for wearing safety equipment as per. M.I.O.S.H.A and M.D.A. requirements and the Township recommends proper clothing such as long sleeve shirts, long pants, rubber gloves, and boots. All personnel shall maintain a clean and neat appearance while on Township property.

r. ACCIDENTS

Any accidents on Township property shall be reported immediately to:

The Otisco Township Supervisor or his/her

representative:

Joseph Borek

(616)761-9566

VI. SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES

a. 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.

b. 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, headstones and memorials, buildings and all vegetation, including turf, trees, shrubs, and desirable natural growth. Costs associated with damages caused by the contractor shall be the sole responsibility of the contractor. All property damage will be assessed by the Administrator for actual replacement cost, including labor, material, and equipment. Contractors shall be billed for all costs related to damages caused by his/her operation.

c. CONTRATOR FURNISH

i. All transportation.

ii. 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 of the grass at all times. Equipment which in any way poles 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 the cut can be adjusted. The contractor shall have enough equipment and personnel to complete each mowing cycle at each site contracted in the time frame specified.

- iii. 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.

VII. TECHNICAL SPECIFICATIONS

a. MOWING

Mowing shall be performed weekly between 9:00 AM and 8:00 PM or less frequently, with written authorization from the Administrator.

- i. All foreign objects shall be picked up prior to each mowing.
- ii. Grass shall not be allowed to reach a height of six (6) inches or more and shall not be mowed lower than a minimum of three (3) inches.
- iii. 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, contractors shall finish the cycle as soon as favorable conditions return.
- iv. All mowing, trimming, and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.
- v. No turfing (excessive wheel slippage).
- vi. Maintenance around headstones must be accomplished by string trimmers. Herbicides will not be permitted.
- vii. Equipment and supplies may not be stored overnight or for extended periods of time On Township property.
- viii. Grass will not be mowed when wet.
- ix. No mowing to be done during funerals, burials, Holidays or Holiday Weekends unless prior approval is obtained from administrator.
- x. Keep fences clear of all weeds, vines, saplings, trash, and landscape debris.

- xi. Clipping shall be removed if visible after mowing. No clippings shall be disposed of in Township dumpsters or on Township property.
- xii. All clippings shall be removed from all landings, steps, sidewalks, headstones and memorials, and paved drives and parking lots.
- xiii. Vehicles and trailers used for transporting mowers and/or other equipment shall not be parked on Otisco Township property overnight.
- xiv. **Bidders are cautioned to take particular note of this item.** The Township will be inspecting all properties on a regular basis. If requested, contact shall be made by contractor to explain any circumstances preventing maintenance as contracted.

b. GRASS TRIMMING

Trim grass around all fixed objects and trees. Extreme care should be used to prevent damage to all fixed objects and trees.

c. SPRING CLEANUP

A general cleanup of all properties is to take place during a two (2) week period; determined by the Administrator, based on current and forecasted weather conditions.

d. FALL CLEANUP

The final mowing and general cleanup of all properties that take place during the two (2) week period determined by the Administrator based on current and forecasted weather conditions.

VIII. METHOD OF PAYMENT

The completed work will be paid for at the contract or approved additional service price, which will be payment in full for all labor, equipment, and materials required to satisfactorily complete the work described herein.

The contractor shall furnish the Township with an invoice or contracted services rendered monthly and separately per occasion of additional service.

The billing shall reference the appropriate contract or additional service amount and shall contain, if applicable, adjustments or additions, deletions, or change in service. The Township will pay the approved invoice monthly. Payments may be delayed up to 30 days after submittal of bill.

The contractor shall hold harmless and indemnify Otisco Township all of its officers, agents and employees against all claims for damages to public or private

property and for injuries to personal 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 himself/herself with the location of the proposed work and the conditions. Under which it is to be carried out. The bidder also carefully examined the documents and specifications which he/she understands and accepts are as sufficient for the purpose of completing set work and agrees that he/she will contract with Otisco 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.

IX. BID SUBMISSION

All sealed proposals must be returned to the Otisco Township Hall, 9663 W. Button Rd. Belding, MI 48809 no later than: Tuesday, March 12, 2024 at 7:00 PM EST. It should be marked "Sealed Bid for 2024 Grass Mowing". The bids will be opened during the board meeting that evening.

*******The Otisco Township Board reserves the right to accept or reject any and all bids.**

Otisco Township

Contractor

By _____

By _____

Its _____

Its _____

Date _____

Date _____

Contract Price

(Contract Price shall reflect each year separately of the up to 3-year contract)

2024 \$ _____

2025 \$ _____

2026 \$ _____

***** Contractor is required to provide an hourly rate for performing additional service as requested by the Administrator. Any approved authorized additional service must be billed and will be paid separately from the contract.

Additional Service Rate

(Additional Service Rate shall reflect each year separately of the up to 3-year contract)

2024 \$ _____ /Hour

2025 \$ _____ /Hour

2026 \$ _____ /Hour