

**CITY OF IMLAY CITY  
INVITATION TO BID**

**PARKS AND GROUNDS  
MAINTENANCE**

The City of Imlay City will be accepting sealed bids for grounds maintenance services at City owned parks and public buildings located in Imlay City. **Bids will be accepted until 3:00 P.M., on Monday, February 19, 2024** at the City Clerk's Office, City Hall, 150 North Main St., Imlay City, Michigan. Work will include general mowing and trimming. The City is seeking bids for services from April 9 through October 31, 2024.

Bid specifications and conditions may be picked up at City Hall, 150 North Main Street, Imlay City, Michigan. Contact City Hall at (810) 724-2135. A pre-bid meeting with the Public Works Superintendent can be made by appointment only. To schedule a pre-bid meeting, please contact the Department of Public Works at (810) 724-8712.

The City of Imlay City reserves the right to reject any or all bids, to waive and irregularities, and further reserves the right to accept any bid which it deems to serve the best interest of the City. The City of Imlay City is an equal opportunity employer.

Dawn Sawicki-Franz  
City Clerk

**City of Imlay City**

**CITY-OWNED PARKS AND PUBLIC BUILDINGS  
GROUNDS MAINTENANCE**

**INVITATION TO BID and GENERAL CONDITIONS**

**INVITATION TO BID**

Sealed bids will be received by the City of Imlay City for grounds maintenance services for all City parks and public buildings. Maps and specifications for each area are provided. **Bids will be received until 3:00 p.m., Monday, February 19, 2024** at the City Clerk's Office, 150 North Main Street, Imlay City, Michigan, 48444. Bids will be opened and publicly read aloud at the time of closing.

**GENERAL CONDITIONS**

Season

Bids shall be for the season of: April 9, 2024 thru October 31, 2024.

1. Time Period

Specific hours shall be coordinated with the Public Works Superintendent.

2. Bid Form

Each bid shall be made on the **Bid Form** provided. The **Bid Form** and **Contractor Reference Form** shall be submitted in a sealed envelope bearing the name of the bidder, and the words "**Sealed Bid – Parks and Grounds Maintenance**".

3. Bidder Responsibility

Before submitting a bid, each bidder shall; (1) examine the Bid Documents thoroughly; (2) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work; and, (3) study and carefully correlate bidder's observations with the Bid Documents.

4. Modifications

Modifications proposed by bidders may be considered, however, final determination as to the suitability and compliance with the General Conditions and Specifications will be with the City. A pre-bid meeting may be scheduled by prospective bidders with the Public Works Superintendent.

5. Delivery

Bids shall be delivered by the time and to the place stipulated in the Invitations to Bid. It is the sole responsibility of the bidder to see that his/her bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened. No fax or electronic bids accepted.

6. Withdrawal

Any bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

7. Bid Period

Each bid shall be considered binding and in effect for a period of forty-five (45) days after the date of opening set forth in the Invitation to Bid.

8. City Rights

Work specifications upon which the bid is to be based are attached. The City of Imlay City reserves the right to reject any or all bids, to waive any irregularities and further reserves the right to accept any bid which it deems to serve the best interest of the City.

9. Agreement

An Agreement between the City and Contractor will be executed only after the required certificates of insurance and copies of valid licenses are submitted.

10. Non-Discrimination

In accordance with Act No. 453, Public Acts of 1976, the City of Imlay City does not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individuals ability to perform the job.

11. Insurance Requirements and Liability to Third-Parties

The Contractor shall assume any and all liability for personal injuries or property damage in any way arising out of the performance of this contract. Contractor shall indemnify and hold harmless the City from any and all such claims. The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Comprehensive General Liability, Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder. The Comprehensive General Liability policy shall name the City of Imlay City as additional insured to protect its interests. The Contractor shall furnish to the City, insurance certificates executed by an authorized agent or broker prior to beginning work.

For the purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

Worker's Compensation  
Employer's Liability  
Bodily Injury Liability  
Property Damage Liability

LIMITS OF LIABILITY

Statutory  
\$1,000,000  
\$1,000,000 each occurrence  
\$1,000,000 each occurrence

12. Liability

Neither the City nor its agents, employees or representatives shall be liable for damages for personal injury to Contractor, Contractor's employees, agents or representatives, however caused, anywhere on the grounds, and Contractor shall indemnify and hold harmless the City from any and all such claims. City shall not be responsible for loss or damage to Contractor's machinery or equipment, from any cause, during the course of its use anywhere on the grounds.

13. Award

Separate prices are requested for the grounds property for the purpose of proper accounting. The award will be based upon the Total Lump Sum price for all work.

14. Contract Changes

The City of Imlay City reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments that are pro-rated against the total contract award.

15. Contractor's Breach

Default and/or breach of any contract provisions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service.

16. Basis of Payment

Requests for payment shall be submitted to the City not more often than monthly. Payments shall cover actual work performed from the agreed upon start date throughout the season and shall be pro-rated monthly against the lump sum price. Payment terms are net 30 days. In the event the contract is cancelled or changed, payment shall be pro-rated based upon the percentage of work performed and the date of termination.

## **City of Imlay City**

### **CITY-OWNED PARKS AND BUILDING GROUNDS MAINTENANCE**

#### **SPECIFICATIONS AND MAP**

##### General Description of Work and Location

The City of Imlay City is considering contracting grounds maintenance services including lawn mowing, trimming/edging, clean up, etc., at the City parks and City-owned buildings. The attached map highlighted in green shall serve as a reference for areas to be maintained including:

All City parks, Industrial Park Phase II right of way, DPW Garage at 605 Folk Court, City Hall, and the corner of M-53 and Third Street/Gateway, the pocket park on Third Street, and along Depot Drive fence. (See attached complete list).

##### Specifications

American Association of Nurseryman's and Michigan Department of Agricultural Standards shall be followed for all associated services performed.

Mowing shall be performed to maintain lawn areas to a height of no less than 2 inches and no greater than 4 inches. Equipment used for this purpose shall be typical "finish type" equipment providing a manicured lawn effect. All trash in grass areas of parks shall be removed before mowing. Mowing over paper/trash will not be allowed. Grass clippings must not be blown into flowerbeds.

Trimming and edging shall be performed concurrently with the mowing and maintain heights no greater than the corresponding lawn height. Trimming and edging shall be done on all vegetation which cannot be mowed including, but not limited to, around trees, entry ways, buildings, sidewalks, roads, parking lots, curbs, ditches, fences, ponds, culverts, bushes, posts and other permanent fixtures. All trimmings will be removed from sidewalk area of corresponding building entranceway.

Spraying with Round-Up or equivalent shall be restricted for use within 4 inches of any obstacle to minimize trimming needs. There shall be no spraying along sidewalks or curbs except along the guardrail on M-53 for the overpass where spraying from the curb to 6 inches behind the guardrail post will be permitted. Vegetation killed by spraying shall be removed to maintain a clean appearance. Specific area to be sprayed shall be carefully coordinated with the Public Works Superintendent. Damages to trees, shrubs, flowers, and other vegetation shall be the responsibility of the Contractor. Applicators shall possess a valid appropriate Commercial Pesticide Applicator license(s) for the work performed as issued by the Michigan Department of Agriculture. A photocopy of the license(s) shall be provided to the City for its files.

Damages to trees, shrubs, flowers, and other vegetation shall be the responsibility of the Contractor.

The Contractor shall notify the City of any damage, unusual circumstances, dangerous conditions, and other general needs of the property.

Pruning of trees or shrubs shall not be required.

Broken irrigation heads, repairs or hazardous conditions shall be reported to the Public Works Superintendent immediately.

Clean up and staking the area for fixed objects prior to mowing will be the responsibility of the contractor. The Contractor shall assume any and all liability for damage claims in performance of this contract.

Work shall be done without obstructing the normal traffic flow.

*Return Bid on this Form*

**City of Imlay City**

**CITY OWNED PARKS AND BUILDINGS GROUNDS MAINTENANCE**

**BID FORM**

I, the undersigned, have carefully examined the site(s) of the proposed work. I am fully informed of the conditions to be met in the prosecution and completion of the work, and agree to be bound accordingly. I propose to perform all services and furnish all necessary labor, materials and equipment to complete the work described in the Invitation to Bid General Conditions and Specifications at the prices listed below:

**SEASON**    **City Owned Parks and Buildings**

April 9, 2024 – October 31, 2024

Date \_\_\_\_\_

**Total Lump Sum**        \$ \_\_\_\_\_

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Zip Code

\_\_\_\_\_  
Phone Number                      / Email

*Return this Form with Bid*

**CONTRACTORS REFERENCES**

Bidders shall list at least three (3) references where similar work has been performed.

EXAMPLE

Anywhere, Michigan  
Project  
John Doe - (Telephone Number)

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**City of Imlay City**  
**GROUNDS MAINTENANCE**  
**AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Imlay City,  
150 North Main Street, Imlay City, Michigan 48444, hereinafter referred to as CITY and \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as  
CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE - 1 WORK

Contractor shall provide and pay for all labor, materials, and equipment in the performance of grounds maintenance work for the Imlay City Parks and publicly owned buildings Grounds Maintenance as described in the Invitation to Bid, General Conditions, and Specifications.

ARTICLE 2 - CONTRACT TIME PERIOD

April 9, 2024 and ending October 31, 2024

ARTICLE 3 -CONTRACT PRICE

CITY will pay CONTRACTOR in periodic monthly payments prorated on the basis of the percentage of work completed following properly submitted invoices the following:

April 9, 2024 and ending October 31, 2024      \$ \_\_\_\_\_

ARTICLE 4 - CONTRACT DOCUMENTS

The complete contract between CITY and CONTRACTOR consists of the Invitation to Bid, General Conditions, Specifications and Map, Bid Form, References, and Agreement.

ARTICLE 5 - CONTRACT CHANGES

The City of Imlay City reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments that are pro-rated against the total contract award. The city and the contractor may mutually agree to extend the contract for an additional year.

ARTICLE 6- CONTRACTOR'S BREACH

Default and/or breach of any contract provisions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service.

ARTICLE 7 - COVENANT IN PUBLIC CONTRACTS; BREACH, EFFECT

A covenant by the contractor and his subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individuals ability to perform the job. Breach of this covenant may be regarded as a material breach of the contract.

ARTICLE 7 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in at least 2 counterparts, each of which shall be deemed an original, the day and year first above written,

**WITNESS**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**CITY OF IMLAY CITY**

## WORK LOCATION LIST

- Lions Park
- Veterans Park
- Rotary Park
- Old School Park
- Lamb Steele Park including City Pool
- Lamb Steele Memorial Building (Police Department/Senior Center)
- Third St./M-53 Gateway
- Water tower fenced-in area (connected to Lamb Steele Park)
- City Hall (150 N. Main St.)
- Farmers Market
- Old Fire Department/Old DPW Building
- Depot Drive Fence area
- E. Third St. Pocket Park (south side between 218 and 230)
- E. Third St. Pocket Park (north side between 113 and 131)
- Bancroft St. Parking Lot (150 Bancroft St.)
- N. Almont Ave. Pocket Park (east side between 130 and 148)
- N. Almont Ave. Pocket Park (west side between 125 and 131)
- Museum (77 S. Main St. fenced in area east of building)
- Butterfly Garden (275 W. Third St.)
- Empty lot southeast corner of Fourth St. and Caulkins St.
- Vlasic Water Tower (211 Blacks Corners Rd.)
- Southwest corner of Almont Ave. and E. Capac Rd. (around wayfinding sign)
- DPW Building/Salt Shed Yard (605 Folk Ct. and 604 E. First St.)
- Industrial Park Phase II right-of-way (Folk Ct.)
- Fire Hall Site (571 E. Borland Rd.)
- E. Borland Rd (north side between Fire Hall site and Reek Rd.)
- Newark Rd. (north side between curb and sidewalk between S. Almont Ave. and Carwash)
- End of S. Almont Ave. around cul-de-sac/ guardrail.
- S. Reek Rd. right-of-way/ around lift station
- Gateway Sign Area (east side of M-53 south of Newark Rd.)
- Polly Ann Trail and Trail Head lot (Corner of W. Fourth St. and P.O. & N. St.)

