

City of Alpena

News Release of April 24, 2023



Grass Cutting Contractor – Request for Pricing

The City of Alpena requests pricing for grass cutting services for properties with noxious vegetation.

Grass cutting services are requested by the Building Department Division Head on an as needed basis where timely grass cutting has not occurred by the property owner.

If interested, please contact Steve Hall or Montiel Birmingham or visit the City of Alpena's home page under City News.

<https://www.alpena.mi.us>



CONTACT

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City Hall
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Building

April 24, 2023

Request for Pricing for Grass Cutting Services for Upcoming 2023 Season

The City of Alpena requests pricing for grass cutting services for properties with noxious vegetation. Grass cutting services are requested by the Building Department Division Head on an as needed basis where timely grass cutting has not occurred by the property owner.

- Requests for grass cutting are made via e-mail
- Service level agreement is within 2 business days of receiving notification
- Grass cutting services shall include:
 - Front, side and rear yards
 - Basic trimming around buildings, trees, landscaping, etc.
 - Clearing of any clippings from pavement
- Prices shall be valid through May 1, 2024 and may be renewed subject to the Termination and Renewal section of the Service Agreement

Quotes shall be submitted based on the below lot sizes, or one flat rate per property. If quoted by lot frontage, frontage will be provided by City staff with the request:

	Quote	Comments
Flat Rate	\$	

OR

	Quote	Comments
0-65 Linear Feet	\$	Half Lot
66-90 Linear Feet	\$	Full Lot
91+ Linear Feet	\$	Corner Lot

Please submit quotes to the Building Department Head by **May 15, 2023** and include required documentation outlined within the Service Agreement for Grass Cutting and Snow Removal Services.

Sincerely,

Steve Hall

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Montiel Birmingham

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SUMMARY

- A. Services are requested by the Building Department Division Head on an as needed basis via e-mail notification where timely grass cutting of private property or snow removal on public sidewalks has not occurred by the property owner; snow removal shall also include salting the sidewalk.
- B. Service level agreement is within 2 business days of receiving notification
- C. Quotes shall be submitted based on the request for pricing published by the City of Alpena

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall maintain at its own expense during the term of this Contract the insurance coverages noted below:

A. Workers Compensation Insurance

- 1. Contractor shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$ 500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
- 2. Waiver of Subrogation - Contractor waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Contractor.
- 3. If Contractor is self-insured for purposes of workers compensation, the Contractor must submit a copy of a current letter, permit, or certification issued by the appropriate state agency, or may request a Sole Proprietor Form from City staff.

B. Commercial General Liability Insurance:

- 1. Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- 2. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- 3. City of Alpena shall be included as an additional insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. ***A copy of the certificate shall be provided to the City prior to the execution of the contract.*** On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder."



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PRICING AGREEMENT FOR: GRASS CUTTING AND SNOW REMOVAL SERVICES

APPENDIX A

Agreement is between the City of Alpena and _____
(Contractor Company Name)
entered on _____ to provide the services outlined below and subject to all
(Month, Day, Year)
provisions outlined in the Service Agreement for Grass Cutting and Snow Removal Services.

Agreement is for:

☐ Grass Cutting Services

Flat Rate	Price	Comments
Flat Rate	\$	

OR

Lot Size	Price	Lot Size Examples:
0-65 Linear Feet	\$	Example: half lot
66 – 90 Linear Feet	\$	Example: full lot
91+ Linear Feet	\$	Example: corner lot

☐ Snow Removal Services

Lot Frontage	Price	Lot Frontage Examples:
0-65 Linear Feet	\$	Example: half lot
66 – 90 Linear Feet	\$	Example: full lot
91+ Linear Feet	\$	Example: corner lot

Appendix A is subject to all provisions outlined in the Service Agreement for Grass Cutting and Snow Removal Services.

In witness whereof, the parties have made and executed this agreement, the day and year first above written.

	City of Alpena:	Contractor
Company Name:	Building Division	
Responsible Party:		
Title:		
Address:	208 North First Ave.	
City, State, Zip:	Alpena MI 49707	
Phone:		
E-mail:		
Responsible Party Signature:		



4. Waiver of subrogation - Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL maintained pursuant to this agreement.

C. Business Auto Liability Insurance:

1. Contractor shall maintain auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
2. Waiver of subrogation - Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the auto liability insurance obtained pursuant to this agreement

D. All the above insurance policies shall contain the following wording:

"It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address."

E. Insurance Company Approval and Certificates of Insurance:

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish City of Alpena staff with certificates of insurance or a certified copy of the policy, if requested.

HOLD HARMLESS CLAUSE

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor's late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

AWARD PROCESS

Responses to bids will be evaluated based upon the bidder's current ability to provide the highest level of service and quality product that meets the requirements and goals for bids and is in the best interest of the City.

- A. Evaluation: All bidders must submit a completed bid form as supplied by the City of Alpena's Planning, Development & Zoning Department. This document will be used in evaluating your request for bids response. Failure to provide this information shall make the bid ineligible.
- B. Past Performance: The City of Alpena reserves the right to evaluate the bidder's prior performance with the City of Alpena, and the prior performance information may be a factor in the award decision.
- C. Additional Steps: The City of Alpena, at its option, may engage other processes in order to make a final award decision:
1. Clarifications
If it is determined to be in the best interest of the City of Alpena and/or if a bidder's proposal is unclear, the City of Alpena may request from one or all bidders, a clarification. The City of Alpena will document, in writing, clarification being requested and forward to the bidders affected. This process does not allow for changes, rather to simply clarify the proposal submitted.
 2. Site Visit
The City of Alpena may conduct a site visit to tour and inspect the bidder's facilities. The City of Alpena will schedule these visits, if required.
 3. Pricing Negotiations
If it is determined that the pricing offered by bidders exceeds the budget or the cost expectation for the bid, the City of Alpena may enter into negotiations with the bidders on pricing only. No modification to the technical requirements or specifications will be allowed. If once a recommendation is made to award to a bidder, the City of Alpena, at its discretion, may engage in further pricing negotiations with the recommended bidder.
- D. Method of Award: Award will be made to the responsive and responsible bidder who offers the best value to the City of Alpena. Best Value is determined by the bidder offering the best combination of the factors stated above in the Award Process.

The City of Alpena reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the City of Alpena that the best interest of the City of Alpena will be served by doing so. In determining an award, qualifications of the bidder, conformity with specification of goods and/or services to be supplied, cost, and delivery terms, and a bidder's past performance on City of Alpena contracts will be considered. Bidders in violation of City Codes or Ordinances, indebted, in default, or with an open lawsuit or requested arbitration with the City at the time of the bid, may be considered ineligible to contract with the City or the bid may be rejected entirely.



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SERVICE AGREEMENT FOR: GRASS CUTTING AND SNOW REMOVAL SERVICES

INVOICING

If awarded, Building Division Department Head will authorize payment by the City Clerk based upon confirmation of service completed; confirmation of service will be based upon e-mailed contractor confirmation of completion and visual inspection by the department staff. Statement shall include the date of the service, property address, and payment amount. The City of Alpena has the right to refuse payment on a property if it is observed that services were not completed as requested.

TERMINATION AND RENEWAL

- A. Award of services may be terminated at any time if there is a lack of responsiveness from the contractor or if the service level agreement is not adhered to
- B. Termination by the contractor requires 30-day's notice to the City of Alpena prior to termination
- C. Pricing may be renewed annually at the discretion of the City of Alpena based upon contractor performance, pricing, and contractor agreement

