



**CITY OF TIPP CITY
2013 through 2015 Mowing of Public Properties**

Neighborhood Parks

Request for Quotes

**Quotes to be received by
10:00 am Wednesday, March 27, 2013**

**City of Tipp City
260 S. Garber Drive
Tipp City, Ohio 45371
(937) 667-6305**

REQUEST FOR QUOTES

Separate Quotes for the City of Tipp City 2013 through 2015 Mowing of Public Properties Programs:

- 1) Neighborhood Parks, and
- 2) Roadside Ditches

will be received by the Service Director at the Tipp City Government Center, 260 S. Garber Dr., Tipp City, Ohio 45371 until 10:00 am on Wednesday, March 27, 2013.

Both of these quotes will consist of furnishing all labor, material, tools and equipment needed to collect litter, mow, and trim certain City owned properties according to specifications on file and available from the City of Tipp City at no cost to the bidder. Said quotes shall be in writing on the proposal forms furnished by the City of Tipp City.

All proposals shall include a copy of the bidder's Workers Compensation Certificate and Certificate of Liability Insurance.

The City of Tipp City reserves the right to reject any or all quotes, to waive any irregularities in the quotes, and to accept any quote which is deemed by the City to be in their best interest.

Both bid packages may be picked up at the Tipp City Government Offices, Office of the Service Director, 260 South Garber Drive, Tipp City, Ohio 45371.

SPECIFICATIONS

The City of Tipp City, Ohio is interested in contracting for general turf maintenance for a three year period on specific neighborhood parks as indicated on the attached list. Maintenance activities include litter collection and disposal and grass mowing [no hand trimming is to be performed under the contract for this work].

The attached list of public properties will be awarded to the lowest and best qualified bidder for maintenance during the period between April 15, 2013 and October 31, 2015. Bids must be received by 10:00 a.m. on Wednesday, March 27, 2013. Quotes must be submitted on the proposal form furnished by the City of Tipp City in a sealed envelope plainly marked "**Request for Proposal-Mowing of Neighborhood Parks**" and addressed to the Service Director, City of Tipp City, 260 South Garber Drive, Tipp City, Ohio, 45371.

The City of Tipp City will award the contract to the lowest and/or best bidder in their opinion, but reserves the right to reject any or all quotes, to increase or decrease the bid quantities and to waive any irregularities in the bids should the same be to the advantage of the City. Satisfactory completion of previous work for the City of Tipp City will be considered as part of the evaluation for determination of lowest and best bidder. The bid will be awarded to a single contractor for the entire three year period. It will not be divided between contractors by individual parcel or separately by year, but will be awarded in its entirety to one contractor for the 3 year contract period.

This proposal shall cover labor, equipment and all necessary supplies for performing the tasks listed under the Specifications. The City shall not provide any equipment or supplies and shall not be responsible for any damages to the equipment provided by the contractor or to any property or person during the performance of the contract.

In any controversy arising between the parties to this contract, regarding an interpretation of these specifications and the method of application, the decision of the City of Tipp City shall be final.

Litter Collection: Litter shall be picked up prior to each mowing. This shall include the pickup and proper disposal of all material in the area covered by the contract.

Grass Cutting: Grass shall be cut once per week, unless otherwise ordered by the Park Maintenance Supervisor. Mowing activities shall be restricted to between the hours of 7:00 AM and 9:00 PM. In the event of any accident, injury and/or property damage, the Park Maintenance Supervisor shall be notified immediately of such an occurrence but in no event no later than twelve (12) hours after the occurrence.

INSURANCE

The Contractor on this work will be required to take out and maintain during the life of this Contract, the insurance listed below, and approval of the insurance by the City shall not relieve or decrease the liability of the Contractor thereunder. The Contractor shall save harmless the City from all claims of the general public, or any employee of the Contractor resulting from damages incurred during the course of this work.

- A. (Comprehensive) Automobile Liability covering:
 - 1. Bodily injury in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each person and **One Million Dollars (\$1,000,000.00)** for each occurrence, and
 - 2. Property damage in an amount not less than **One Million Dollars (\$1,000,000.00)** for each occurrence.

- B. (Comprehensive) General Liability covering:
 - 1. Bodily injury in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each occurrence and **One Million Dollars (\$1,000,000.00)** aggregate, and
 - 2. Property damage in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each occurrence and **One Million Dollars (\$1,000,000.00)** aggregate.

The contractor shall provide the City with a certificate of such insurance prior to performance of any work under the contract. The policy shall be written on an "occurrence" basis.

Payment for this item shall be included in the prices bid for the various items of work.

The City of Tipp City will work with the Contractor to acquire this liability insurance. Each of the aforesaid policies **shall include naming the City of Tipp City, all officers, agents, employees and volunteers thereof as additional insured and will provide that such policy will not be canceled until the City shall have been given at least fifteen (15) days written advanced notice of the proposed cancellation.**

SAFETY SPECIFICATIONS

All mowing equipment using City streets shall be operated in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.

BILLING PROCESS

Bidders who are awarded a contract with the City of Tipp City **must specify on the invoice or bill the date the work was performed, the parcel number, cost per area and overall cost.** Invoices or bills for payment must be turned in at the end of each month for work completed during that month.

Upon submission of a bill or invoice by the contractor to the City, the area maintained will be examined and if in compliance with specifications, a check will be mailed within twenty (20) working days of receipt of invoice. Should work under the contract result in necessity of replacing vegetation, such as sod, shrubs, flowers or other plant material in the contract area due to the negligence of the contractor, the contractor shall be responsible for replacing or paying the amount required by the City for damages or payment will be deducted from monies due the contractor.

Should the contractor fail to collect litter in the area prior to mowing, an amount of **10% will be deducted** from monies due the contractor for the mowing of the parcel in question.

If the contractor cannot perform his duties due to illness, vacation or other reason, it is the contractor's responsibility to find another person to perform the work as indicated in the contractor's bid and to notify the Park Maintenance Supervisor.

Contractors who hire employees to perform any or all portions of this contract shall pay such employees in accordance with all the laws of the State of Ohio and shall provide Workmen's Compensation and other necessary benefits to comply with the laws of the State of Ohio.

EQUIPMENT

Contractor shall include on the bid sheet a list of the mowing equipment which he will be using to complete those items bid.

ATTACHMENTS

The bidder shall submit the attached Experience Statement and Non-Collusion Affidavit along with his quote. The attached Certificate of Registration for Work in Public Right-of-Way (no cost) and Tax Affidavit shall be submitted by the successful bidder prior to signing of the contract for this work.

CITY OF TIPP CITY

QUOTES FOR MOWING OF PUBLIC PROPERTIES IN NEIGHBORHOOD PARKS

The signer of this proposal as bidder declares that he/she has carefully examined the site(s) of the work and agrees to abide by the attached bid information and specifications. If this proposal is accepted, the bidder agrees to enter into a contract with the City of Tipp City, Ohio for the parcel number(s) listed below, during the time period between April 1, 2013 through November 30, 2015. The signer understands that the City reserves the right to accept or reject any and all quotes, to waive any irregularities in the quotes, and to accept any quote which is deemed by the City to be in their best interest.

<u>Parcel No. & Location</u>	<u>Acres</u>	<u>Price Per Mowing</u>	=	<u>30 Mowings</u>	=	<u>Total Item</u>
"A"	FOR 2013					
1	Government Center	1.8		30		
5	Railroad Depot	0.3		30		
6	Hyattsville Park	0.1		30		
7	Tweed Woods Park	0.6		30		
8	Woodlawn Park	4.1		30		
8A	Water Dept. Garage	1.8		30		
10	Windmere Park	4.8		30		
11 & 9	Hampton Woods & Spring Hill	3.0		30		
13	Sycamore Woods	1.5		30		
14	Canal Lock Park	1.3		30		
17	Rosewood Creek Park	5.5		30		
Sub-Total Bid for 2013 Mowing of Neighborhood Parks ["A"]						
"B"	FOR 2014					
1	Government Center	1.8		30		
5	Railroad Depot	0.3		30		
6	Hyattsville Park	0.1		30		
7	Tweed Woods Park	0.6		30		
8	Woodlawn Park	4.1		30		
8A	Water Dept. Garage	1.8		30		
10	Windmere Park	4.8		30		
11 & 9	Hampton Woods & Spring Hill	3.0		30		
13	Sycamore Woods	1.5		30		
14	Canal Lock Park	1.3		30		
17	Rosewood Creek Park	5.5		30		
Sub-Total Bid for 2014 Mowing of Neighborhood Parks ["B"]						

<u>Parcel No. & Location</u>		<u>Acres</u>	<u>Price Per Mowing</u>	=	<u>30 Mowings</u>	=	<u>Total Item</u>	
"C"	FOR 2015							
1	Government Center	1.8			30			
5	Railroad Depot	0.3			30			
6	Hyattsville Park	0.1			30			
7	Tweed Woods Park	0.6			30			
8	Woodlawn Park	4.1			30			
8A	Water Dept. Garage	1.8			30			
10	Windmere Park	4.8			30			
11 & 9	Hampton Woods & Spring Hill	3.0			30			
13	Sycamore Woods	1.5			30			
14	Canal Lock Park	1.3			30			
17	Rosewood Creek Park	5.5			30			
		Total Bid for 2015 Mowing of Neighborhood Parks ["C"]						
		<i>GRAND TOTAL BID FOR 2013 THROUGH 2015 ["A"+ "B"+ "C"]</i>						
		<i>(Grand Total Bid Written in Words)</i>						

LIST OF EQUIPMENT AVAILABLE TO COMPLETE THIS CONTRACT:

COMPANY: _____

ADDRESS: _____

PHONE: _____

FEDERAL TAX ID # _____

SIGNATURE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ :SS

COUNTY OF _____

The undersigned bidder or agent, being duly sworn, on oath says that he has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding in any way or manner whatever.

Bidder or Agent

For _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 2013.

My Commission Expires:

**AFFIDAVIT OF BIDDER REGARDING DELINQUENT
PERSONAL PROPERTY TAXES**

STATE OF OHIO
COUNTY OF MIAMI

I, _____ am _____
(Name) (Title)
of _____
(Bidder)

(Address: Street, City, State, Zip)

Being first duly sworn, deposes and says as follows:
(answering whichever is applicable by placing an "X" before Items 1. or 2.)

1. () We are not charged with any delinquent personal property taxes on the general tax list of personal property in Miami County, Ohio.

2. () We are charged with delinquent personal property taxes on the general tax list of Miami County, Ohio including unpaid penalties and interest in the amount off \$ _____.

The BIDDER is familiar with the Ohio Revised Code Section 5719.042.

(Signature)

Sworn and subscribed before me this
_____ day of _____, 2013.

Notary Public in and for said State

My Commission Expires: _____

The purpose of this affidavit is to comply with the Ohio Revised Code Section 5719.042.

FORM OF CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2013, by _____, hereinafter called the "Contractor" and the City of Tipp City, County of Miami, State of Ohio, hereinafter called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF WORK. That the Contractor shall provide grass cutting services of the City Public Properties in strict accordance with the Specifications which are made a part hereof; for the sums shown on the attached tabulation sheet.

THIS AGREEMENT shall be and remain in full force and effect for a period of three years, provided, however, that the City reserves the right to cancel the contract at the end of any month if the service is unsatisfactory in any way as determined by the City, and written notice of thirty days has been given to the Contractor.

EXTENT OF CONTRACT. This agreement consists of the following parts, all of which are fully a part of the contract as if herein set out verbatim or, if not attached, as if hereto attached:

Notice to Bidders
Specifications

COMPENSATION WILL BE PAID TO CONTRACTOR. Upon submission of a bill or invoice by the Contractor to the City, the area maintained will be examined and if in compliance with regulations, a check will be mailed within twenty (20) working days of receipt of invoice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and hereunto set their hands and seals.

CITY OF TIPP CITY, OHIO

Attest:

By: _____
Jon Crusey, City Manager

Company

Address

Attest:

By: _____

Name/Title: _____

Phone No.: _____

Federal Tax ID No. _____

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

1. Comply with all safety standards, provisions of applicable laws, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
3. Maintain at the job site or other well known nearby place, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.



**CERTIFICATE OF REGISTRATION
FOR WORK IN PUBLIC RIGHT-OF-WAY**

BE IT KNOWN THAT _____ OF _____
(Owner) (Firm)

ADDRESS _____
(Street) (City) (State) (Zip Code)

PHONE _____ FAX _____ E-MAIL _____

SSN OR TIN _____

INSURANCE CARRIER _____

LOCAL AGENT _____

AGENT'S PHONE # _____

ATTACHED: COPY OF INSURANCE COVERAGE _____
WORKMAN'S COMPENSATION _____

HAS REGISTERED WITH THE CITY OF TIPP CITY THIS _____ DAY OF _____
Month/Year

THIS CERTIFICATE OF REGISTRATION IS VALID FOR THE CALENDAR YEAR
_____ IN WHICH ISSUED AND SHALL BE RENEWED ANNUALLY.

SCOTT P. VAGEDES
SERVICE DIRECTOR

CHRISTY BUTERA
DIRECTOR OF UTILITIES

FEE PAID \$ _____
DATE _____
CASH/CK # _____



Feet
0 50 100 200

920

TIPPECANOE DRIVE
TIPPECANOE DR.

S. GARBAGE DR.
GARBAGE DRIVE

① Gov't Center
1.8 AC



W. MAIN ST.

(ST. RR. ST.)

S. FIFTH ST.

DOW ST.

⑤ RAILROAD DEPOT
0.3 AC.





0 25 50 100
Feet



N. HYATT ST.

W. MAIN ST.

(St. Rt. 571)

© HYATTSVILLE
PARK
0.1 AC



⑦ Tweed Woods
0.6 AC

4170

N 450

E 420

100

4720

786

320

1250

Sequoia Ct.

LARCH ST.

Twiss Road

⑧ WOODLAWN
PARK
4.1 Ac.

FAIRLAWN
CT.

WOODLAWN DR.

HEATHWOOD DR.



50

225

255

305

305

342

304E

302





I-75

RICHARD GLEN

WOODLAWN DR.

8A WATER DEPT.
GARAGE
1.8 AC





- ⑨ SPRING HILL PARK
0.7 Ac.
- ⑩ HAMPTON WOODS
2.3 Ac.

BARBARA DR.

FERN AVE.

BEECHWOOD DR.

HILLWAY

Fee

800

700

50

595

595

580

570

580

580

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595

595



⑩ WINDMERE PARK
4.8 Ac.

CHARLINGTON CT.

COPPERFIELD DR.

785

725

704

784

767

753

3153

3570

3550

3540

3522

3000



14 CANAL LOCK
PARK
1.3 AC.

FIRST STREET

WALNUT STREET

N. FIRST ST.

E. MAIN ST.

(ST. PC. 571)

407

407

2

2

340

116

119

129

130

140

150

160

170

180

190



⑪ Rosewood Creek
Park
5.5 Ac

0 50 100 200 Feet



Petrels Road

Kessler - Cowlesville Rd.

Rosewood Creek Dr.

Rosewood Creek Drive

8428

7400

9930

14220

1135

14220

2111

2116

910

3440

3440

3440

3440

3440

3440

3440

2013 - 2015 Mowing Tipp City Neighborhood Parks

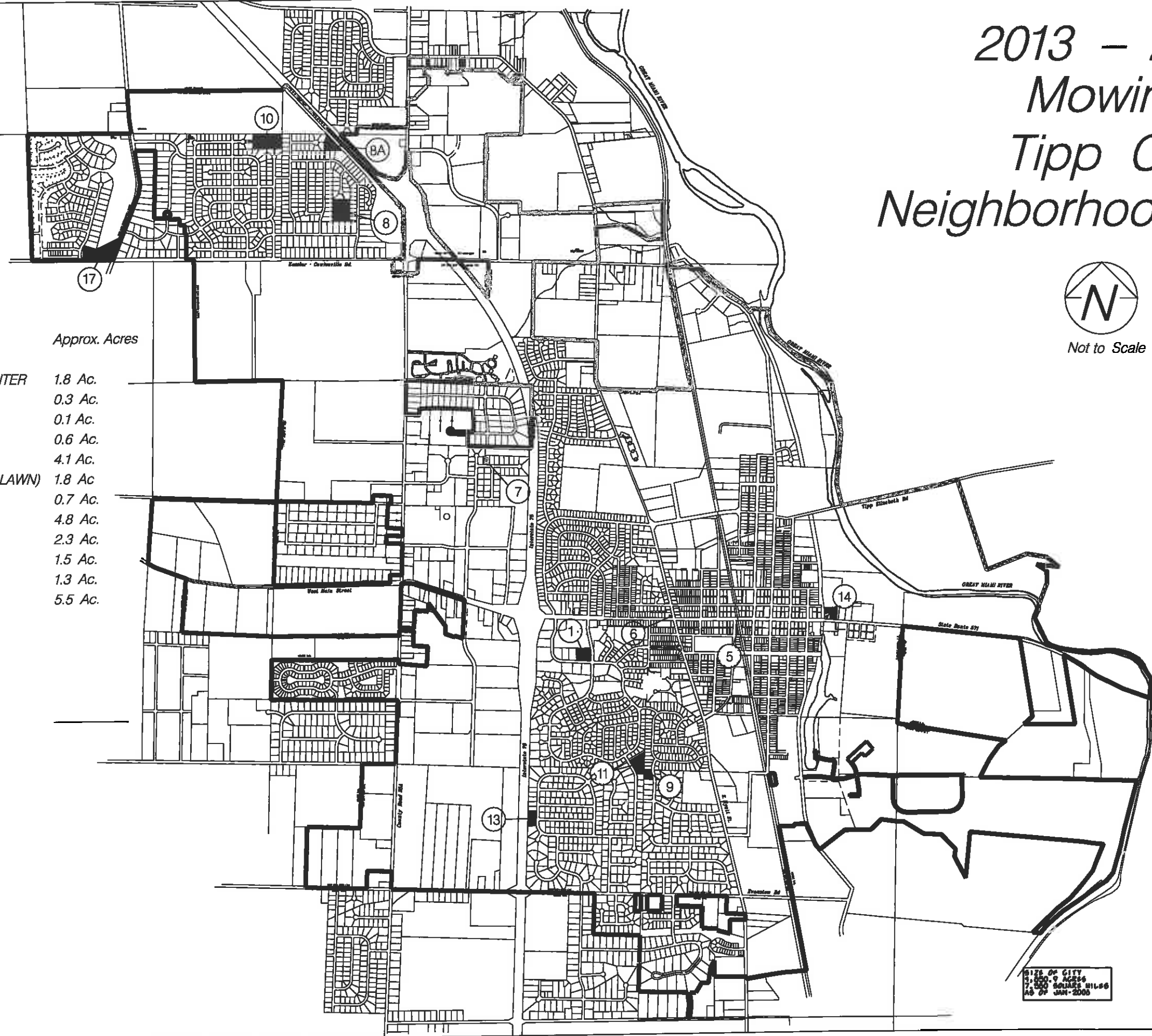


Not to Scale

Index

Approx. Acres

①	TIPP CITY GOVERNMENT CENTER	1.8 Ac.
⑤	RAILROAD DEPOT	0.3 Ac.
⑥	HYATTSVILLE GARDEN PARK	0.1 Ac.
⑦	TWEED WOODS PARK	0.6 Ac.
⑧	WOODLAWN PARK	4.1 Ac.
⑧A	WATER DEPARTMENT (WOODLAWN)	1.8 Ac.
⑨	SPRINGHILL PARK	0.7 Ac.
⑩	WINDMERE PARK	4.8 Ac.
⑪	HAMPTON WOODS PARK	2.3 Ac.
⑬	SYCAMORE WOODS PARK	1.5 Ac.
⑭	CANAL LOCK PARK	1.3 Ac.
⑰	ROSEWOOD CREEK PARK	5.5 Ac.



SIZE OF CITY
13,450,9 ACRES
7,500 SQUARE MILES
AS OF JAN-2000

March 01, 2013