



**James R. Fouts, Mayor**

**Purchasing Division  
Office of the Controller**  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, Mi 48093-5289

Phone: (586) 574-4639  
FAX (586) 574-4614

## INVITATION TO BID

**ITB-W-8077**

**October 20, 2009**

Sealed bid proposals to furnish **MOWING SERVICES FOR THE WASTE WATER TREATMENT PLANT, CITY OF WARREN** ARE BEING ACCEPTED.

SEALED BIDS **MUST BE DELIVERED TO THE**

**DIVISION OF PURCHASING,**  
**CITY OF WARREN,**  
**ONE CITY SQUARE, 4<sup>TH</sup> FLOOR**  
**WARREN, MI 48093-5289,**

**ON OR BEFORE 12:30 PM, Wednesday, November 18, 2009**

**SUBMIT ORIGINAL AND ONE (1) COPY.** Bids received after 12:30 PM of the date they are due will not be accepted or will be marked late, and retained unopened.

Bids will be transported over to the City Council chambers, auditorium, Warren Community Center, 5460 Arden, Warren, MI, after the Purchasing Department has registered and sorted the bids. They will be opened at 1:00 PM.

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system** as follows: 1) go to **www.mitn.info** select **the Michigan MITN System**, 2) select vendor registration at the top of the page, 3) review the vendor registration options that are available to vendors, and then 4) select vendor registration at the bottom of the page to register. **Bid tabulations will be posted on MITN.**

YOU SHOULD REGISTER FOR NIGP CODES: 98836, 98889

**A MANDATORY PRE-BID MEETING** IMMEDIATELY FOLLOWED BY A TOUR OF THE SITES WILL BE HELD ON  
**THURSDAY, OCTOBER 29, 2009 AT 10:00 AM AT THE FOLLOWING LOCATION;**

**WASTEWATER TREATMENT PLANT, TRAINING CENTER,  
32601 WARKOP,  
Warren, MI., 48093**

Additional information regarding this bid or any questions can be answered by contacting the buyer, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), *Subject: ITB-W-8077.*

SINCERELY,

Craig Treppa  
Buyer

**BID PROPOSAL:**

The undersigned proposes to furnish **LAWN MOWING SERVICES FOR THE WASTE WATER TREATMENT PLANT**, in accordance with the attached specification, which is to be considered an integral part of this bid, at the following prices:

**GRAND TOTAL: (SUM OF YEARLY TOTALS QUOTED ON PAGE 3)                      \$ \_\_\_\_\_**

The undersigned has carefully checked the bid figures and understands that he shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

**Signature of \_\_\_\_\_ DATE \_\_\_\_\_**  
**Authorized Company Representative**

\_\_\_\_\_  
(Print name of Signature)                      COMPANY NAME \_\_\_\_\_

\_\_\_\_\_  
ADDRESS    CITY    STATE    ZIP  
CODE

\_\_\_\_\_  
TELEPHONE NUMBER    FAX NUMBER    E-MAIL ADDRESS

\_\_\_\_\_  
WARRANTY (If Applicable)    **BID PAYMENT TERMS (Blank will be considered NET 45)**

**EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below (use additional sheets if required) and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID.**

**PRICE CLAUSE:**

Bid price to include but not be limited to all materials, equipment, labor, for completing mowing as described in these specifications. Pricing shall be held firm for 90 days or bid award, whichever comes first, except for the successful bidder whose prices shall be held firm for the **2010 cutting season**.

**Authorized Signature for \_\_\_\_\_**  
**Pricing Clause**

COMPANY NAME: \_\_\_\_\_

**PRICING:**

<u>SITE (refer to attached map)</u>	<u>A. FIRST CUT COST ONLY</u>	<u>B. COST PER EACH ADDITIONAL CUT</u>	<u>C. ESTIMATED # OF ADDITIONAL CUTS</u>	<u>D. MULTIPLY COL B X COL C</u>	<u>COLUMN A + COLUMN D = TOTAL (FOR BID EVALUATION)</u>
<b>ZONE I – (TO BE CUT BI-WEEKLY)</b>	\$	\$	12		\$
<b>ZONE II – (TO BE CUT BI-WEEKLY)</b>	\$	\$	12		\$
<b>ZONE III – (TO BE CUT BI-WEEKLY)</b>	\$	\$	12		\$
<b>ZONE IV – (TO BE CUT BI-WEEKLY)</b>	\$	\$	12		\$
<b>ZONE V – (TO BE CUT WEEKLY)</b>	\$	\$	23		\$
<b>ZONE VI – East of Knapp St. at Jenny (TO BE CUT WEEKLY)</b>	\$	\$	23		\$
<b>ZONE VII – NE 9 Mile &amp; Stewart (TO BE CUT WEEKLY)</b>	\$	\$	23		\$
<b>WATER DIVISION – 12821 Stephens Road (TO BE CUT WEEKLY)</b>	\$	\$	23		\$
<b>*GRAND TOTAL – Enter this amount on PAGE 2:</b>					

COMPANY NAME: \_\_\_\_\_

**\*AWARD CLAUSE:**

The City of Warren reserves the right to award the bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; and to split award if in its best interest. . The City recognizes that the number of cuttings cannot be exactly predicted ahead of time for either year due to factors including, but not limited to: when notice to proceed is given to the contractor each season, weather affects on the starting and ending of the season, etc. **For purposes of this bid, to allow the City to compare bids from multiple bidders, each bidder shall calculate their total bid per zone based on the following assumptions: 13 cuttings for each of zones I through IV, and 24 cuttings for each of zones V through VII and the Water Division site. Note that regardless of the totals shown in this bid form, Contractor shall be paid, as specified, based on the “per cutting” bid amounts and the exact number of cuttings completed.**

**Authorized Signature for \_\_\_\_\_  
Award Clause**

**LIQUIDATED DAMAGES:**

Failure of the Bidder to enter into a contract with the City will result in liquidated damages which shall be the lesser of the bid bond (if any) submitted by the successful vendor or the actual costs associated with obtaining another contractor including the difference in price to be paid.

**Authorized Signature for \_\_\_\_\_  
Liquidated Damages Clause**

**INVOICING:**

Contractor must submit numbered invoices on a monthly basis specifying:

1. Dates of Service
2. Work Performed
3. Specific Applicable Rates
4. Total Dollar Amount for Each Category

The City shall remit to the Contractor for services rendered normally within forty-five (45) days after receipt of itemized billing and verification of work completed, for the previous month” work. **The City encourages vendors to offer a 2% 10 day discount in order to facilitate payment in a more timely manner. The City reserves the right to impose a minimum for which it will process payments in a more timely manner.**

**COMPANY NAME: \_\_\_\_\_**

**LIVING WAGE ORDINANCE (APPENDIX A) COMPLIANCE CLAUSE:**

**PLEASE READ**

Bid price to include but not be limited to all materials, equipment, labor, for **Services** as described in these specifications. **FOR ALL CONTRACTS THAT ARE OVER \$50,000, The Living Wage section of the Bid, requires that the contractor pay this rate of pay for the duration of the contract period TO ALL EMPLOYEES WHO ARE ASSIGNED TO WORK AT THE CITY OF WARREN, WHILE THEY ARE WORKING ON THE CITY OF WARREN PREMISES.**

Bids are to be received with the use of this living wage ordinance. The current rate of pay without benefits is **\$13.78 per hour** and the current rate of pay when benefits are provided is **\$11.025 per hour**.

**Authorized Signature for \_\_\_\_\_**  
**Living Wage Ordinance Compliance Clause**

**TERMINATION CLAUSE:**

Should the Contractor fail, neglect, or refuse to perform his duties under the Contract, the City shall have the right to terminate the Contract upon seven days written notice given to the Contractor and his surety and to proceed to complete the work. Any additional costs incurred by the City shall be paid by the Contractor.

**Authorized Signature for \_\_\_\_\_**  
**Termination Clause**

**INSPECTION CLAUSE:**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to inspect or to account for working conditions. For all areas at the WWTP, the Contractor must sign in at the front desk at the beginning of inspection and sign out at completion. Please contact Rick Traub, Waste Water Treatment Plant Maintenance Manager (586-264-2530 ext. 130) to set up additional inspections.

**Authorized signature for \_\_\_\_\_**  
**Inspection Clause**

**COMPLETION AND DELIVERY CLAUSE:**

Please indicate the length in time required before service cans begin.

\_\_\_\_\_ Number of days to begin service after receipt of a Purchase Order.

\_\_\_\_\_ Number of days advance notice if "special cut" is requested.

**Authorized signature for \_\_\_\_\_**  
**Completion Clause**

**BIDDER'S GENERAL QUESTIONNAIRE:**

Must be fully completed in order for your bid to be considered.

Number of years experience in landscape management of a similar nature: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**EQUIPMENT:**

A. Bidders shall include a complete list of all equipment to be used on the project indicating the following:

YEAR	MODEL	MAKE	VEHICLE IDENTIFICATION NUMBER

B. Licenses and certifications held; i.e., Landscape Contractors License, Pesticide License, Irrigation or Certified Grounds Manager.

NAME	LICENSES	YEARS OF EXP.

COMPANY NAME: \_\_\_\_\_

**C. A brief summary of the history of the business.**

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**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar products or services.

1. Agency: \_\_\_\_\_ Year \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

2. Agency: \_\_\_\_\_ Year \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

3. Agency: \_\_\_\_\_ Year \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**INSURANCE**

The awarded bidder will be required to provide the City with certificates of insurance  **naming City of Warren, City of Warren Municipal Building Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED:** and providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions:

**COMMERCIAL GENERAL LIABILITY:**

The following coverage are part of the General Liability policy:

Policy should be on an  **OCCURANCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit ,Independent contractors coverage, Broad form property damage	
Blanket contractual liability coverage	

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

**UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM".**

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City by **certified mail, to: City of Warren, One City Square, Warren, MI 48093** at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance (SEE SAMPLE CERTIFICATE).

- ( ) Can meet insurance as indicated.
- ( ) Cannot meet but offer the following: \_\_\_\_\_

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgements which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**Authorized signature for** \_\_\_\_\_  
**Insurance and Indemnity Clause**  
**COMPANY NAME:** \_\_\_\_\_



**GENERAL CONDITIONS**  
(Effective September 18 2009)

Bids and all information requested of the vendor shall be entered in the appropriate space on the enclosed form and signature page. Failure to do so may disqualify your offer.

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will **NOT** be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address on the NOTICE INVITATION TO BID,– usually the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

An authorized officer or employee of the bidder shall sign all bids.

**RELATIONSHIP DISCLOSURE** It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

Vendor **changes or alterations to the bid documents including the specification may result in the bid being considered non-responsive** and/or the bidder being debarred. The only authorized vendor changes will be in the areas provided for the bidder's response including the "Exceptions" section of the bid proposal and on separate attached sheets provided by the vendor and clearly identified. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be authorized should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the closing time specified will not be accepted.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Time of delivery may be a consideration in the award.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Any bidder, attesting to his bid by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

Any contract executed pursuant to this Request For Proposals/Request for Bids which is for a specific term shall include for an extension of the contract term at the option of the City as follows:

City shall have the sole option to extend the contract herein for a period of

COMPANY NAME: \_\_\_\_\_

two months by written notice to contractor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of

the contract shall remain in full force and effect other than the date of expiration of the contract. Any further extension of the contract would be only by mutual agreement of the parties.

Sample of articles, when required, shall be furnished free of cost, of any sort, to the City of Warren. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense.

If vendor **supplies tangible products only** to the City of Warren, **sales taxes** should not be included in your bid as the City of Warren is sales tax exempt.

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

**IMPORTANT:** All City of Warren purchases require a **MATERIAL SAFETY DATA SHEET** where applicable, in compliance with the **"MIOSHA "Right to know"** law.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT.**

COMPANY NAME: \_\_\_\_\_

**CITY OF WARREN  
WASTE WATER TREATMENT PLANT MOWING AND TRIMMING  
MINIMUM SPECIFICATIONS**

**SCOPE OF SERVICES**

The City of Warren is receiving bids for the Mowing and Trimming of grass at the City of Warren Waste Water Treatment Plant, Knapp Street Park, and Nine Mile Pump Station. The successful bidder must be able to furnish all equipment necessary to perform this "Contract."

**DESCRIPTION OF WORK**

The work contemplated by these specifications consists of furnishing all labor, material and equipment to perform mowing and trimming in accordance with this bid form & specification. This work is to begin approximately in mid or late April, and continue through the third week in October. Should weather conditions prevent these starting and/or ending dates, adjustment can be made with the approval of the City.

**GENERAL INFORMATION**

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

All work outlined in the specification will be subject to periodic field inspections by a representative of the Division of Waste Water Treatment and the Contractor's presence may be requested during inspections at any or all of the locations specified.

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 turf area, fences, signs, poles, buildings, tanks, vehicles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract.

The Contractor shall not sublet, assign, or transfer the Contract or any portion of any payment due him hereunder, without the written consent of the City.

The City will be responsible for setting up the original work schedule and will advise the contractor of any variations to the schedule thereafter.

**CONTRACT PROVISIONS**

The successful bidder must be readily available to carry out terms of the contract, have available equipment, and the experience to perform the project properly. Failure to comply with standards specified by the City constitutes a breach of the Contract.

Contractor shall not be permitted to assign or transfer this Contract to another party, company, partnership, or corporation or sublet any part of the work embraced by it without specific consent and approval in writing from the City of Warren.

COMPANY NAME: \_\_\_\_\_

Workmanship

All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Failure to conform to standards specified by the City shall be considered a breach of the contract. The Contractor shall designate a supervisor who shall be available at all times to accommodate the City. The supervisor shall have the power to initiate immediate action to resolve disputes and/or complaints. Must have ability to contact crew on site immediately through cell phone, radio or other similar devices.

**For all areas at the WWTP, the Contractor must sign in at WWTP front desk at the beginning of work and sign out at the completion. Contractor shall submit a work sheet stating work completed.** The City reserves the rights to correct or complete any work that the Contractor fails to perform in accordance with the specification and deduct the cost of this work from money owed to the Contractor.

Equipment

A visit to inspect the bidder's equipment will be made by the City prior to awarding of bids. Failure to pass City inspection of equipment may be cause for disqualification from further consideration. Turf areas are to be cut using riding or walk-behind rotary mowers and stringline trimmers. No flail or brushhog mowers are to be used.

Dress Code

Contractor's employees shall maintain a neat and clean appearance at all times. Employees must and shall wear safety shoes, safety glasses (during weed whipping), long pants and a shirt at all times (single color shirts, no tank tops). Shirt or jackets cannot have any other writing or slogan other than company name. High visibility safety vests must be worn at all times while working on designated roadways. The Operations and Maintenance manager prior to use must approve vests.

Traffic Control Devices

If any traffic control devices are utilized during operations, they must conform to the Michigan Manual of Uniform Traffic Control Devices.

Mowing and Maintenance Schedule

At the beginning of the mowing season the Contractor will submit for the City's approval a basic mowing schedule. The City shall, if necessary, make changes in that submittal so it conforms to the City's needs. All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

**MOWING AND MAINTENANCE OF VARIOUS ZONES**

The City encourages and promotes a "Don't Bag It" program. The Contractor shall perform the work in such a manner that grass clippings left on the turf will readily decay thereby supporting the City program. All turf areas indicated shall receive no less than the following.

COMPANY NAME: \_\_\_\_\_

**MOWING**

- A. Mowing season will start approximately mid to late April, and will end approximately the third week in October. Mowing and maintenance shall be performed on a weekly and biweekly basis depending on the zone. Additional or less frequent mowing may be required at the City's request.
- B. All work shall be performed in a professional workmanlike 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.
- C. When mowing operations are disrupted by inclement weather, weekend mowing may be permitted upon approval by the City.
- D. Mowing/trimming height shall be 2-1/2" – 3" for all general turf areas covered by these specifications and standards. Mower adjustment to be made and measured on a flat surface.
- E. The Contractor may at times be required to pick up grass clippings at the request of the City. The pickup of grass clippings would only be considered if the clippings were determined to create a poor appearance or damage to the grass.
- F. In case of inclement weather and the Contractor cannot perform any of their responsibilities during that week. They are to recalibrate their equipment and double cut each Zone during the second week. Notify the Operations and Maintenance Supervisor as to what zones will be double cut.
- G. Mowing of the indicated sites shall include all zones as described in the site visits and will include roadsides up to the edge of the curb, road pavement or shoulder.
- H. Trimming: The Contractor shall trim all grass around all plant materials, traffic signs, light poles, curb lines, tanks, fences, and other obstacles in the medians and interchanges. This grass shall be trimmed to the same height and time as the other open areas of lawn.
- I. The Contractor shall be responsible for the removal of all litter and debris from the median and its adjoining sidewalks. All litter shall be legally disposed of at no additional cost to the City. The litter control operation shall be completed prior to the mowing operation.
- J. It will be the Contractor's obligation to ensure that turf areas, shrubs, trees, etc., be protected from damage caused by 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.
- K. It will be the Contractor's obligation to ensure that turf areas, shrubs, trees, etc., be protected from damage caused by 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.

COMPANY NAME: \_\_\_\_\_

L. All median curbs shall receive a line trimmer edging along curb and bed lines at each mowing.

**AREAS TO BE MOWED:** (See attached WWTP Zone Maps.)

**Frequency of Mowing:**

**Prices Requested:**

Zone I -	to be cut bi-weekly	First cut cost - cost for 12 additional cuts
Zone II-	to be cut bi-weekly	First cut cost - cost for 12 additional cuts
Zone III-	to be cut bi-weekly	First cut cost - cost for 12 additional cuts
Zone IV-	to be cut bi-weekly	First cut cost - cost for 12 additional cuts
Zone V-	to be cut weekly	First cut cost - cost for 23 additional cuts
Zone VI-	to be cut weekly	First cut cost - cost for 23 additional cuts
Zone VII	to be cut weekly	First cut cost - cost for 23 additional cuts

WATER DIVISION                   to be cut weekly                   First cut cost - cost for 23 additional cuts  
12821 STEPHENS  
WARREN, MI 48089

**CONTACT PAUL D'LUGE ( 586 ) 759-9207 TO ARRANGE FOR INSPECTION OF THE WATER DIVISION LOCATION.**

An additional drawing showing the general location and layout of facilities for the Water Division is attached.

COMPANY NAME: \_\_\_\_\_

# APPENDIX A

# LIVING WAGE ORDINANCE

COMPANY NAME: \_\_\_\_\_

**Sec. 2-334.2. Living wage requirements for service contracts.**

(a) Purpose; application; exclusions. The intent of the following provisions is to ensure **that the city requires for any contract for services in excess of fifty thousand dollars (\$50,000.00) the contractor who is employed to perform work for the city of Warren shall pay a living wage to all employees who are assigned to perform work on the City of Warren premises.** Contracts for the purchase of goods; and contracts to lease or purchase property are excluded from the application of this section.

(b) Definitions. For purposes of this section the following terms and phrases shall be defined as follows:

*Contract for services* shall mean the act of entering into a contract to perform services, including the subcontracting of services, however, contracts for the purchase of goods and contracts to lease or purchase property are excluded.

*Contractor* shall mean a person that contracts with the city to perform certain services.

*Employer* shall mean the person who engages employees to provide labor in exchange for payment of wages or salary.

*Employee* shall mean an individual who is employed by another to provide labor in exchange for payment of wages or salary.

*Federal poverty line* shall mean the official poverty line defined by the office of management and budget based on bureau of census data for a family of four (4), as adjusted to reflect the percentage change in the consumer price index for all urban consumers.

*Health care benefits* shall mean the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

*Living wage* shall mean an hourly wage rate which is equal to or greater than the federal poverty line established for a family of four (4) for a 40-hour work week, fifty (50) weeks per year.

*Person* shall include firms, joint ventures, partnerships, corporations, clubs, and all associations or organizations of natural persons, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

*Plant Rehabilitation and Industrial Development District Act* shall mean Public Act 198 of 1974, MCL 207.551 et seq.; MSA 7.800(1) et seq.

(c) Limitations on contracts for services. The city shall not enter into any contract for services with any contractor who does not demonstrate that it pays its work force a living wage which is equal to one hundred and twenty-five (125) percent of the federal poverty line, unless health care benefits are provided to its employees equal to the level of benefits customarily provided in the industry, then the contractor shall demonstrate that it pays its work force a living wage which is equal to one hundred (100) percent of the federal poverty line. The contractor shall be required to maintain this rate of pay for the duration of the contract period.

(d) Compliance with adjustments in the federal poverty line. The purchasing director, his or her designee or other employee designated by city council, shall serve as the contract compliance auditor. The contract compliance auditor shall monitor the federal poverty line and shall notify anyone with a service contract with the city of any adjustment in the federal poverty line. The contract compliance auditor shall require all contractors with service contracts with the city to annually demonstrate compliance with the

COMPANY NAME: \_\_\_\_\_



requirements contained in subsection (c) of this section. In addition, any contractor who is required to pay its work force a living wage under subsection (c) of this section shall post a notice of such requirement in

the work place during the contract period. The notice shall also state that if the contractor has failed to comply with the requirement of subsection (c) of this section that the employee may file a notice of noncompliance upon the City of Warren contract compliance auditor and serve a copy on the contractor.

(e) Notice of non-compliance. Any employee of a contractor who believes the contractor has failed to comply with subsection (c) of this section, shall file a notice with the contract compliance auditor and serve it on the contractor alleging noncompliance. Upon receiving the notice alleging non-compliance, the auditor shall forward a copy to the Living Wage Appeal Committee for review. The auditor shall determine the accuracy of the allegation and shall notify the contractor to submit proof of compliance within thirty (30) days or it shall be grounds for termination of the contract.

(f) Non-compliance. In the event, the auditor determines that a contractor has failed to comply with the provisions of this section, the failure to rectify the non-compliance within thirty (30) days shall be grounds for the termination of a contract for services.

(g) Limitation on bid acceptance. The city shall not accept any bids for a period of five (5) years from any contractor who, while contracting with the city, had failed on two (2) separate occasions to comply with subsection (c) of this section during the previous five-year period.

(h) Exemptions from application of this section. The following exemptions from compliance with this section shall apply:

- (1) Any public corporation shall be exempt from the provisions of this section;
- (2) Any private corporation that has received 501 (c)(3) qualification, which has ten (10) employees or less, shall be exempt from compliance with this section;
- (3) The provisions of this section shall not apply where there is an applicable collective bargaining agreement;
- (4) The provisions of this section shall not apply where federal, state, or local law requires payment of a prevailing wage.
- (5) The provision contained in subsection (c) of this section requiring payment of a living wage as defined in this section does not apply to any employee enrolled in a job training program, summer youth employment program or work study program not to exceed ninety (90) days.
- (6) The living wage appeal committee may recommend individual or group exemptions from the application of this section in cases in which compliance with this section would cause an economic hardship. All exemptions under this subsection shall be subject to city council and mayoral approval.

(i) Appeal from application of this section. Any person desiring to contract with the city shall have the opportunity to appeal the application of this section to the living wage appeal committee. The appeal must be filed with the purchasing division at least fifteen (15) days prior to the deadline for the submission of bids. The living wage appeal committee shall consider the request at a public meeting convened in accordance with the open meetings act. The committee may exempt a contractor from the application of this section upon demonstration of the following:

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(1) The proposed contract is implemented through the tri-county cooperative and payment of the living wage as defined in this section is not required thereunder; or

(2) The benefit of applying this section is clearly outweighed by the harm resulting from the application of this section; or

(j) Membership of the living wage appeal committee. The living wage appeal committee shall consist of five (5) members: the mayor or designee; the city controller or designee; the purchasing director or designee; a member of the Warren-Centerline Chamber of Commerce as designated by the mayor and confirmed by city council; and a Warren resident designated by the Michigan State AFL-CIO appointed by the mayor and confirmed by the city council. Each member of the committee shall serve for a three-year term. The committee shall meet as necessary to review any appeal filed for exemption from the application of this section.

(k) Effective date. The provisions of this section shall not apply to any contract executed prior to the effective date of this section.

(Ord. No. 80-550, § 1, 1-11-00)

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**CHECK LIST FOR BIDDERS**

**MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.**

\_\_\_\_\_ Is your bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**

\_\_\_\_\_ If required, have you entered a unit price for each bid item?

\_\_\_\_\_ If requested, have you entered the unit price? (Unit Price governs)

\_\_\_\_\_ Is the envelope containing your bid properly identified that it is a sealed bid with Bid number and does it contain the correct project name and bid opening date?

\_\_\_\_\_ Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

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