

# Request for Bids For 2022 Windsor Heights Site Management Services

**Distributed:** January 5<sup>th</sup>, 2022

**Responses Due:** Noon on January 26<sup>th</sup>, 2022

**Staff Contact:** Dalton Jacobus

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Office: 515-645-6825 Mobile: 515-491-1498 The City of Windsor Heights is seeking responses to a Request for Bids (RFB) to select a vendor to fulfill site management tasks for calendar year 2022 to include mowing and landscaping services.

The terms and conditions of the contract, bid specifications, schedules, location maps, vendor qualification requirements, a bid submittal form, and insurance requirements are included in this RFB.

It is highly recommended that you visit each of the locations in this bid package prior to submitting a bid.

Please contact me at djacobus@windsorheights.org if you have any questions.

Thank you,

Dalton Jacobus Director of Public Works City of Windsor Heights

## **Special Terms and Conditions**

The City of Windsor Heights is receiving bids for a site management services contract on specific public rights-of-way, facilities and parks in the City of Windsor Heights for calendar year 2022. The City will be contracting for mowing at 10 locations totaling approximately 24 acres and site management services at 22 locations, 16 of which are located along University Avenue.

As proposed, the site management services contract for the attached City property lists (*Refer to Appendix A*) will be awarded to the lowest qualified contractor for one (1) year, April 18, 2022 through October 31, 2022, with the option to extend the agreement for up to three (3) additional one-year time periods upon mutual agreement between the City and the contractor.

#### **Billing Procedures**

The contractor awarded a contract with the City of Windsor Heights shall specify on the invoice or bill the date the work was performed and locations maintained or mowed. Invoices or bills for payment may be submitted at two-week or four-week intervals. Upon submission, the sites maintained will be inspected and if in conformance with the specifications, payment will be issued.

#### **Billing Address:**

City of Windsor Heights Public Works Department 1145 66<sup>th</sup> Street, Suite 1 Windsor Heights, IA 50324

Should work under the contract result in necessity of replacing any fixed amenities or vegetation such as sod, shrubs, trees, flowers or other plant material on the contract properties due to the negligence of the Contractor, the Contractor shall be responsible for restoring or for incurring the cost of restoration or replacement of the damaged properties. Restoration payment will be deducted from the monies due the Contractor.

## **Surcharges**

Surcharges (i.e. fuel surcharges, materials, or mobilization fees) shall NOT be allowed to be added to invoices as an additional line item.

#### **Award Criteria**

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-byitem, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

This Request for Bid along with a Letter of Agreement, prepared by the City and signed by the City Mayor, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met.

#### **Contractor Hold Harmless**

In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall hold harmless, indemnify and defend the City from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's negligence in the performance of its work, but not including liability that may be due to the sole negligence of the City, or agents, or employees of the City. Contractor will use its best efforts to insure that the users of all power equipment and/or maintenance tools will use every caution in the use of these pieces of equipment so as to protect all persons in the immediate vicinity.

#### City's Right to Terminate Contract

The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days notice, terminate the agreement with Contractor for any of the following reasons:

- Contractor makes a general assignment for benefit of creditors, or is adjudged as bankrupt
- Contractor persistently or repeatedly fails or refuses, except when extension of time to complete isgranted to provide enough skilled workers or proper materials/equipment
- Contractor fails to make prompt payment to subcontractors for material or labor
- Contractor persistently disregards laws and ordinances or instructions of the Public Works Director
- Contractor violates a provision of contract

The City may, without prejudice to any other right or remedy, narrow and/or adjust the scope of mowing frequency, mowing locations, or site management work upon thirty (30) days written notice to the Contractor.

### **Subcontracting**

The City will allow for subcontracting for portions of the work described in this request for bids. The City will issue one contract for the entire scope of work listed herein. The contract holder is responsible for the performance of their subcontractors. The contract holder will coordinate all work of all subcontractors. The contract holder is the be the only point of contact for the City. If subcontractors are used on the project, they must provide proof of insurance as well.

## **Bid Specifications**

#### **Contractor's Responsibilities**

#### A. MOWING

- 1. Litter Collection: Litter shall be collected prior to each mowing. The litter collected shall be deposited in the dumpster located at the Public Works Maintenance Facility.
- 2. Grass Cutting: Grass shall be cut at a height of 3" unless specified otherwise. In areas where the grass has been cut and windrows established, it will be the responsibility of the Contractor to re-cut the area redistributing the cuttings. Cuttings need to be directed away from landscape beds. Each mowing shall be done at an angle to the previous mowing at locations where possible.
- 3. Trimming: Trimming of grass shall be performed at each mowing so that no grass directly touches any concrete, asphalt, or hard paved surfaces or directly touches play equipment, park furniture, or fixtures. Grass around trees and shrubs shall be maintained at the same mowing height as the rest of the grass in the area covered under the contract. Shrubs or trees that need to be elevated to allow clearance of equipment should be reported to the Public Works Director by the Contractor. Grass shall be kept trimmed around trees, shrubs, buildings and along edges of walks, curbs and drives. Grass shall be swept or blown off all hard surfaced areas.
- 4. Mowing in the parks shall be done at the earliest hour practical not to inconvenience citizens utilizing the parks during the day.
- 5. Safety Specifications: All equipment operated on city streets and public grounds shall be driven in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- 6. Insurance: Proof of insurance in the amount of \$2,000,000 per accident or occurrence shall be provided by the Contractor and all subcontractors, if any, prior to the issuance of the contract to cover any damages arising from the performance of this contract.
- 7. If the Contractor cannot perform their duties under this contract due to illness, vacation or other reasons, it is the Contractor's responsibility to find another qualified Contractor to perform the work as indicated in the Contractor's bid and to notify the Public Works Director in writing.

- 8. 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 Iowa and shall provide Workmen's Compensation and other necessary benefits to comply with the laws of the State of Iowa.
- 9. Contractor shall provide all labor, equipment, and all necessary supplies for performing tasks as defined in these specifications. The City will not provide the Contractor equipment or supplies to fulfill the obligations of this contract. During the performance of this contract the Contractor shall be liable for all damages incurred to his/her equipment, public/private property or person(s) working or utilizing the properties.
- 10. Contractor is required to weekly turn in a report (supplied by the City) that reflects those weeks mowing activities.

#### 11. Mowing Schedule:

- a. **Weekly sites**: Weekly sites will be mowed once a week or once every 7 calendar days. Anticipated start date is the week of April 18, 2022. The final mowing week will be the week ending October 31, 2022. For 2022, the estimated number of weekly mowing events is 29.
- b. **Biweekly sites**: will be mowed once every 2 weeks or 14 calendar days. Anticipated start date is the week of April 18, 2022. For 2022, the estimated number of biweekly mowing events is 15.
- 12. Special conditions regarding the mowing contracts:
  - a. The Contractor will be notified by the Public Works Director on all changes in mowing intervals.
  - b. In the spring, it is possible that the biweekly sites will be mowed on a more frequent basis.
  - c. The Contractor may be requested to mow certain sites on specified days set forth by the City.
  - d. The City reserves the right to increase or reduce mowing frequency due to the excessive or substandard growth or climate conditions at any given site.
  - e. The City reserves the right to increase or decrease the number of mowing sites at any time during the period of this contract.
  - f. The City reserves the right to adjust the acres of mowing sites or zones.

#### **B.** SITE MANAGEMENT AND LANDSCAPING

The City wishes to contract the following services at 22 locations throughout the City starting in the spring of 2022. The following services are requested at each of the locations listed in Appendix B, as is applicable. Also included in Appendix B are drawings of the landscaping features that are currently being installed by the City as part of the University Avenue Reconstruction Project. Please review the drawings as the landscaping has not yet been completed on site.

- 1. Irrigation Service
  - a. Charge the system and conduct backflow certification testing and reporting to DMWW in the spring
  - b. 3 seasonal checks and adjustments to be completed in roughly early June, mid July, and early September.
  - c. Winterize the irrigation systems at the end of the season.
- 2. Landscape and flower bed maintenance
  - a. Watering of flowers as needed.
  - b. Weekly weeding of flower beds and a sterilization program to keep weed growth to a minimum between maintenance visits.
  - c. Prune all bushes, shrubs, and trees once in the early spring and once in the late fall.
- 3. General Site Maintenance
  - a. Empty trash cans and complete litter removal
  - b. 5 step program for herbicide, pesticide, and fertilizer.
  - c. Aeration and overseeding in the fall

# **Vendor Qualifications Form**

	specializing in turf grass mowing/trimming and employing a minimum of 2 employees for this contract. Provide proof of employment, insurance, workers comp and unemployment.					
	Detail three contracts that are held currently or were held within the last three years on the Vendor Qualifications Form.					
	Prospective bidders shall submit the required Certificate of Insurance, as outlined on page 11 of this bid document.					
	Prospective bidders shall employ an individual with the professional certifications required to apply pesticides and chemicals to turf grass on City Property. Proof of proper certification must accompany the completed bid package.					
	Contractor must have experience working on irrigation systems and must employ or contract with an individual that is certified to conduct backflow prevention tests on irrigation systems.					
	Detail equipment to be used	for this contract on the	ne Vendor Qualific	cations Form		
Cor	mpany Name:					
Cor	mpany Address:					
Cor	ntact Person:		Phone Number:			
Bus	siness License #:		Date:			
Nur	mber of years in turf grass mo	wing business:				
# Fı	ull Time Employees:	# Part Time E	mployees:	Total # Employees:		
Tot	al # of Acres Mowed Weekly	in each year:				
	2019	2020		2021:		

# **Vendor Qualifications Form (Continued)**

Vendor Equipment List (please use separate paper if space is not adequate)

# of Units	Year	Make	Model	Width of Cut

References (please use separate paper if space is not adequate)

List at *least three* (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope (mowing contracts of 75 acres or more per mowing):

CUSTOMER
ADDRESS
CONTACT/PHONE #
ACRES MOWED
YEAR
CUSTOMER
ADDRESS
CONTACT/PHONE #
ACRES MOWED
YEAR
CUSTOMER
ADDRESS
CONTACT/PHONE #
ACRES MOWED
YEAR

## **General Turf Mowing Bid Submittal Form**

Bid item includes mowing and trimming turf areas to a height of 3". Sites will be mowed according to the proposed mowing schedule or as directed. Payment will be by the partial acre as defined by the mowing schedule. Incidental items listed in the Special Terms and Conditions section and items A-J in the Bid Specifications, Contractor's Responsibilities are to be included in the bid price for each location. Location maps for each of the areas are found in Appendix A.

Location Number	Location Name	Frequency	Acres	Estimated Number of Mowing Events in 2022	Cost per mowing event	Approximate Cost for 2022 ( = cost per event x number of events)
M1	Crocker Street	weekly	0.68	29		
M2	Dog Park and South Trail	biweekly	2.98	15		
M3	Colby Park	weekly	10.51	29		
M4	Trail Shoulder - Buffalo Rd to 73rd St	biweekly	0.18	15		
M5	RR ROW in the vicinity of 980 73rd St	biweekly	0.59	15		
M6	RR ROW in the vicinity of 801 73rd St	biweekly	0.82	15		
M7	Trail Shoulder - 73rd St to Hickman Rd	weekly	5	29		
M8	DOT ROW - Shasta PI to 69th St	weekly	1.71	29		
M9	Public Safety Building, Lion's Park, and City Hall	weekly	0.83	29		
M10	SW Corner of 63rd St and University Ave	weekly	0.88	29		
		Total Acres	24.18		Total Cost Estimate	

## **Site Management Bid Submittal Form**

Location Number	Location Description	Estimated Total Cost for 2022
L1	Monument Sign and Landscaping on the SW Corner of 63rd St and University Ave	
L2	NW Corner of University Ave and 65th Street	
L3	SE Corner of University Ave and 65th Street	
L4	North side of University Ave, midblock between 65th and 66th Streets	
L5	South side of University Ave, midblock between 65th and 66th Streets	
L6	NE corner of University Ave and 66th Street	
L7	SE corner of University Ave and 66th Street	
L8	SW corner of University Ave and 66th Street	
L9	NW corner of University Ave and 66th Street	
L10	SW corner of University Ave and 69th Street	
L11	NE corner of University Ave and 70th Street	
L12	NW corner of University Ave and 70th Street	
L13	NE corner of University Ave and the HyVee Driveway	
L14	NW corner of University Ave and the HyVee Driveway	
L15	SW corner of University Ave and the HyVee Driveway	
L16	SE corner of University Ave and the HyVee Driveway	
L17	Monument Sign and Landscaping on the NE Corner of 73rd St and Buffalo Road	
L18	City Hall - 1145 66th Street	
L19	Lion's Park	
L20	Public Safety Building - 1133 66th Street	
L21	Colby Park and Windsor Heights Community Center	
L22	Monument sign and landscaping on the SW Corner of 63rd St and Hickman Road	
	TOTAL	

# Signature Page

The undersigned contractor, having examined and familiarized him/herself with the nature of the specifications and work to be provided, proposes to perform all work as it relates to the 2022 Site Management Services contract as described in the specifications.

The undersigned contractor certifies that his proposal is made in good faith without collusion of connection with any other person or persons bidding on these specifications.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his/her proposal and the specifications prepared by the City of Windsor Heights that the provisions of the latter shall prevail.

Submitting Firm:	
Address:	
City:	
State/Zip:	
Authorized Representative (print):	Title:
Authorized Signature:	
Date:	E-mail:
Phone # ( )	Fax # ( )

#### Insurance Information – City of Windsor Heights, Iowa

#### **Insurance Requirements**

For <u>PRODUCTS</u> or <u>SERVICES</u> requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverages set forth in this INSURANCE SECTION.

**Workers Compensation Insurance:** The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less that \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

**Automobile Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

**Subcontractors:** In the case of any work sublet, the Contractor shall require subcontractors and independent contractorsworking under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

**Qualifying Insurance:** The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Windsor Heights, its officers and employees shall be named as additional insureds without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

#### Certificate of Insurance Requirements

- 1. An original policy or **Certificate of Insurance** with an <u>Original Penned Signature</u> of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
- 2. The name of the agent signing the certificate must be typed under his/her <u>Original Penned Signature</u> as well as the business address and phone number of the agent.
- 3. All addresses on the certificate should list a street address (not a PO Box address).
- 4. "The City of Windsor Heights, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (2022 Windsor Heights Site Management Services)" must be specifically indicated on the certificate in the Description of Operations section.
- 5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
- 6. The liability limits required by the City are \$2 Million (minimum). This must be **claims occurred** general liability coverage.
- 7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
- 8. The following address must appear in the Certificate Holder section: City of Windsor Heights, 1145 66<sup>th</sup> Street, Suite 1, Windsor Heights, IA 50324.

## **Insurance Information – City of Windsor Heights, Iowa (Continued)**

# EXCEPTIONS TO THESE REQUIREMENTS MUST BE LISTED ON THE BID SUBMITTAL FORM

ANY EXCEPTIONS MAY BE CONSIDERED AS AN EVALUATING FACTOR IN AWARDING THIS BID/PROPOSAL

# **Submittal Checklist**

Vendor Qualifications Form
Bid Submittal Forms
<ul> <li>Mowing Bid Form</li> </ul>
<ul> <li>Site Management Bid Form</li> </ul>
Signature Page
Insurance Information or letter from the contractor's
insurance agent certifying that the insurance terms are
agreeable and the contractor will be able to obtain such a
policy as is described in this RFB upon award of the
contract.























