



Invitation to Bid 24-059

Mowing Services

The County of Ottawa, on behalf of Ottawa County Parks and Recreation Commission (OCPRC), is inviting experienced and qualified Contractors to bid on mowing services at Paw Paw Park, Upper Macatawa Natural Area, and Adams Street Landing between the dates of May 6, 2024 and October 31, 2024.

By responding to this ITB, the Contractor agrees to perform in accordance with the terms and conditions set forth herein.

ITB Issue Date:	Friday, March 8, 2024
Mandatory Pre-Bid Conference	9:00AM ET Wednesday, March 27, 2024
Questions Deadline:	Friday, March 29, 2024
Addendum Issuance:	Tuesday, April 2, 2024
ITB Deadline:	10:00AM ET Monday, April 8, 2024
Intent to Award (Estimated):	Thursday, April 18, 2024

ITB Administrator: Steven Holden, Procurement Specialist, 616-994-4778,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the ITB Administrator.

Table of Contents

Invitation to Bid 24-059.....	1
Section 1 - Information Summary:.....	3
Section 2 - Background Information:	7
Section 3 - Scope of Work	8
A. Mowing Schedule	8
B. Mowing Requirements.....	9
C. Personnel and Supervision.....	11
D. Safety Requirements	11
E. Mowing Completion Reporting	11
F. Locations and Acreages and Maps	11
G. Pricing and Invoicing.....	13
Section 4 - Bid Award Process:.....	14
Section 5 - Contract Terms, Period, Procedures and Use:	15
Section 6 - ITB Terms and Conditions:	16
Section 7 - General Terms and Conditions:	23

Exhibits:

Exhibit 1 – Paw Paw Park East

Exhibit 2 – Paw Paw Park West

Exhibit 3 – UMNA Overall

Exhibit 4 – UMNA North

Exhibit 5 – UMNA South

Exhibit 6 – Adams St. Landing

Exhibit 7 – Vendor Insurance Requirements

Section 1 - Information Summary:

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of bid documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this ITB, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this ITB. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa. Finally, the terms "Bid," and "Offer" are considered to have the same meaning.

Bid Submission:

Bids must be received by Monday, April 8, 2024. Bids received after this time will not be considered. Bids may be withdrawn at any time prior to the scheduled ITB Deadline. Bids must be firm and may not be withdrawn for a minimum period of 90 calendar days after the ITB Deadline. Bids should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Bids will be reviewed to determine if submission requirements are met. Bids that do not comply with submittal instructions established in this document or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All bids must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Bid Response:

Bid response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – BID FORM

- ATTACHMENT B – VENDOR REFERENCE
- ATTACHMENT C – EQUIPMENT LIST
- ATTACHMENT D – BID CHECKLIST

Bidders should familiarize themselves with the terrain, improvements, and all other features of each location. Bidders should understand that certain park features within designated mowing areas could be altered or upgraded throughout the period of this contract. It is expected that the contractor will apply these specifications in adjusting the mowing to meet any changes in park features. For example, new signs or benches may be installed or landscaping features may be added. The park sites to be mowed vary widely in size, character, terrain, and natural and manmade features. The contractor shall be expected to mow all areas as directed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation will be accepted as an excuse for any failure on the part of the successful bidder to fulfill in every respect all the requirements of the contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation.

Bidders must submit a firm bid for all three (3) sites. All bids shall be in strict accordance with all provisions and specifications as set forth herein.

Bids shall include all costs required to comply with the provisions of these Specifications and Contract Documents and shall be the actual price to be paid by OCPRC, including all discounts, allowances, etc., so that bids can be evaluated on a firm, fair, and equitable basis.

The performance of the contract will be secured by furnishing a performance bond of one hundred percent (100%) of the contract price. An agreement between the successful bidder and OCPRC whereby ten percent (10%) of each monthly payment will be retained throughout the life of the contract to ensure its completion may be substituted for a performance bond, and if such an agreement is substituted for a performance bond and the contract is not completed, the retainage sum shall be forfeited by the contractor.

During the lifetime of the contract, the Contractor shall maintain such insurance as outlined in Exhibit 7 and provide proof at the time of bid of said insurance as required and outlined in Exhibit 7.

As insurance is required to be maintained for the duration of the contract, failure to maintain insurance shall constitute grounds for termination of the contract. The insurance carrier may not be changed unless OCPRC is notified in writing not less than ten (10) days prior to such change.

Bidders shall be familiar with the complete scope of the contract and may visit the park sites to fully acquaint themselves with the existing conditions relating to the work and to the difficulties and restrictions attending to the performance of the contract. Bidders should thoroughly examine and familiarize themselves with all Specifications and Contract Documents pertinent to the work.

Bids will be accepted by e-mail submission, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "ITB 24-059 Mowing Services." The County can receive email attachments up to 25 megabytes. Bid documents larger than 20 megabytes should be sent in multiple emails with subject line of: "ITB 24-059 – 1 of 2." It will be the Contractors' responsibility to ensure that their bids have been appropriately delivered and received.

Bids will be accepted by Hard-Copy Submission, as follows: Responses may submit by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in a sealed package clearly marked on the outside: "ITB 24-059." The bid will be addressed to: County of Ottawa / Fiscal Services – Purchasing | 12220 Fillmore Street, Room 331 | West Olive, Michigan 49460.

Modification:

Prior to the date and time set forth as the ITB Deadline, bids may be modified or withdrawn by the Contractor's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Bid Conference:

A mandatory pre-bid conference will be conducted for each park area. Contractors will meet at Paw Paw Park (east entrance) and caravan to the other two sites with Park staff.

**9:00AM ET Wednesday, March 27, 2024
Paw Paw Park 1230 Paw Paw Drive Holland, MI 49423**

Vendor representatives attending the pre-bid conference are asked to RVP attendance by Tuesday, March 26, 2024 at 4:00PM ET to: Steven Holden, Procurement Specialist, 616-994-4778, or email: purchasing.rfp@miottawa.org.

Questions:

Contractors may submit questions and requests for clarification relating to this ITB to the ITB Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email or in-person will be considered draft and will be non-binding.

Public Bid Opening:

All bids received on or before 10:00AM ET on Monday, April 8, 2024, will be opened and recorded. No immediate decisions are rendered. All bids will be read aloud starting at 10:00AM ET at the County Administration building located at Parks Conference Room | 12220 Fillmore Street | West Olive, Michigan 49460. Bidders are not required to attend the bid opening and may alternatively request a copy of the public opening tabulation via email to purchasing.rfp@miottawa.org, available no later than 5:00 PM ET, depending on the number of bidders.

Section 2 - Background Information:

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2019 there was a 10.63% increase in population. The estimated population in the County in 2019 was 291,830. This significant population growth is expected to continue in the years ahead.

Section 3 - Scope of Work

The County of Ottawa is accepting bids for the mowing of turf grass at Paw Paw Park, Upper Macatawa Natural Area, and Adams Street Landing between the dates of May 6, 2024 and October 31, 2024.

Upon the agreement of both parties, this contract may be renewed a maximum of two times (for the 2025 and 2026 mowing seasons) with an annual increase of no more than the increase in the consumer price index. The contractor must request a renewal of the contract by no later than February 1st, 2025 and 2026. If no renewal is requested prior to this date, a new request for bids will be published, posted publicly, and sent to prospective bidders.

A. Mowing Schedule

The total contract price for each contract shall be based on the mowing of all park sites 24 times during the general period beginning May 6, 2024, and ending October 31, 2024. The contractor shall mow each park area no more than 24 times and shall not mow any park area before or after the contract period without specific written permission from OCPRC. The maximum number of mowings in each contract is 24; however, because of weather, growth rate, and other conditions it may not be necessary to complete all 24 mowings. The contractor will be paid only for those mowings that were performed. It is expected that each site will be mowed once every 7-10 days, although OCPRC reserves the right to adjust this schedule due to turf growth rate, weather conditions, public use of particular areas, special events, or other factors. OCPRC reserves the right to impose penalties upon any contractor who fails to adhere to the mowing frequency as specified. The contractor should work with the Park Supervisor (Eric Frifeldt) to determine when mowing frequencies need to be increased or decreased. Please note that the contract period is 26 weeks long and, therefore, mowing must be performed at intervals of greater than 7 days on several occasions so as to stay within the maximum 24 mowings provided for in the contract(s).

A mowing schedule will be arranged with the successful bidder after the contract(s) is/are awarded. OCPRC may require that some areas be cut on an as-needed basis. OCPRC reserves the right to increase or decrease the number of mowings based on a determination by the Coordinator of Park Maintenance and Operations. Any increase or decrease in the number of mowings, at either one or more locations, shall not affect the per-unit pricing for mowing as proposed at the remaining locations within each contract. Should the number of mowings at either one or more locations be increased or decreased, the contract price will be adjusted accordingly, based on the unit price proposed for the particular location(s) affected.

B. Mowing Requirements

The contractor shall furnish all labor, supervision, supplies, materials, tools, and equipment needed for the performance of the services described herein. OCPRC will not provide supplies, materials, tools, or equipment to the contractor, nor will it be responsible for any damages to the contractor's tools or equipment.

Mowing of turf areas shall be defined to include the following:

- **Litter, Debris, Etc., Collection:** Without exception, litter, small limbs or branches from trees, debris, etc., shall be picked up off the ground in the area to be mowed prior to each mowing. Litter shall be disposed of in the containers on site provided by OCPRC. Small limbs or tree branches, etc., shall be disposed of in an area designated by OCPRC. OCPRC will make a reasonable effort to remove any unusually large accumulations of litter which may result from heavy visitation to a particular location which may be scheduled for mowing immediately following said period of visitation. The contractor shall contact OCPRC for the removal of any trees, large limbs or branches which might fall into designated mowing areas due to storm or weather activity or for the removal of any other unusual refuse items.
- **Mowing:** Turf shall be cut before it reaches 5 inches in height from the ground and shall not be cut shorter than 2 inches in height from the ground unless otherwise directed by the Park Supervisor. Turf is defined as vegetation including lawn grasses which may also include a mixture of wildflowers, weeds or similar growth normally cut as part of the turf. Turf shall be cut at a constant height that will encourage healthy growth and neatly exhibit the beauty of the lawn. To avoid damage to turf areas, mowing shall be suspended during any rainfall event (beyond a light drizzle) or when standing water conditions are present. The contractor is required to immediately repair, to OCPRC's satisfaction, any turf damage caused by his/her equipment. To avoid negatively impacting the experience of visitors using the parks, mowing should be done at the earliest practical time of the day.
- **No mowing will be permitted before 8:00 a.m. or after 8:00 p.m. weekdays, and mowing will not be permitted on Saturday or Sunday.** If possible, the contractor shall avoid mowing in particular areas being used by visitors. The contractor may request permission from the OCPRC to occasionally mow outside of these times or days, and OCPRC will consider these requests on a case by case basis.
- **Trimming:** At each mowing, turf shall be neatly trimmed such that no growth directly touches any concrete or asphalt surfaces, play equipment, picnic tables,

signs or other improvements. Turf around trees and shrubs shall be trimmed to the same height as that mowed in adjoining areas. Care is to be taken by the contractor so as not to damage or debark trees or shrubs when trimming. Please note: It is not the intention of OCPRC to climb up all trees in the landscape to facilitate trimming by the contractor, nor is it the intention to mulch all ground surface beneath trees which are to be trimmed. The contractor, nevertheless, is expected to trim around trees and shrubs as directed.

- **Upon consultation with and approval from OCPRC:** the contractor may be permitted to utilize approved chemical herbicide treatment(s), e.g., Roundup, on a limited basis to supplement manual trimming work. The contractor shall not be permitted to utilize chemical treatment(s) to eliminate areas viewed as difficult to mow and/or trim. The contractor, if utilizing such chemical treatment(s), shall be required to hold all required licenses or certifications as needed for such applications and to provide evidence of the same prior to any application.
- **Park Amenities:** The contractor shall return any tables, trash containers, etc., to their original locations after mowing. When it becomes necessary for the contractor to move picnic tables or other site amenities, it is expected that these items shall be moved in a manner so as not to damage them. Any damage to signs, gates, tables, etc., by the contractor shall be reported to OCPRC personnel immediately.
- **Clean Up:** All clippings and other debris produced from mowing and contractor's equipment clean up shall be removed from surfaces of roads, walkways, paths, picnic shelter slabs, restroom entries, landscape beds, mulched areas, and similar surfaces immediately following completion of the mowing at each site. The contractor shall direct clippings produced from mowing away from landscape beds and other mulched areas while mowing whenever possible.
- **Preventing the spread of invasive plant species:** Areas with known invasive plant species growing near the mowed areas will be pointed out by the park supervisor and should be avoided when mowing. In addition, Ottawa County requires that all mowing and trimming equipment be cleaned (sprayed off or steamed) before entering our parks to remove the potential of spreading invasive plant material or seeds from one park to another or from the property of another of your clients to ours. It is best to clean the mowers before leaving a particular site. Water can be made available for cleaning equipment at Upper Macatawa Natural Area only.

C. Personnel and Supervision

The contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract. An on-site supervisor shall be present at all times with the contractor's mowing personnel. All personnel shall perform the work in a safe, professional, and workmanlike manner. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times. It is expected that contractors will adhere to all applicable laws pertaining to hiring practices, and that all personnel employed by the contractor are legally eligible to work in the United States pursuant to federal and state law.

D. Safety Requirements

All tools and equipment used by the contractor shall be in proper working order and shall be operated in a manner consistent with commonly accepted safety standards and all applicable local, state, or federal laws. Any violation of safety standards may be deemed cause for termination of the contract. Safety features on mowing equipment should not be altered, and mowing equipment is to be always operated at safe and appropriate speeds.

E. Mowing Completion Reporting

Within 12 hours of mowing an OCPRC site, the contractor shall email the Park Supervisor (efrifeldt@miottawa.org) the following information:

- Park area that was mowed
- Time and date that mowing was completed
- Explanation of any areas within the park that were skipped or not completed
- Confirmation that all areas were also trimmed, and hard surfaces blown off
- Any additional information that maybe helpful to the Park Supervisor

Within 24 hours of receiving this message, the Park Supervisor will respond via email with either an approval of the mowing or a list of items that need to be addressed before payment can be made.

F. Locations and Acreages and Maps

The work covered under the contract(s) will be done at the following park sites as indicated. For purposes of these specifications the term "mowed previously" shall refer to the areas which have been mowed prior to the beginning of this contract period by the preceding season's contractor and/or OCPRC staff.

- **Paw Paw Park-** East entrance at 1230 Paw Paw Drive Holland, MI (Formerly Macatawa Greenspace) and West entrance at 1099 Paw Paw Drive (Former City of Holland Park)

- East:

11.39 acres of turf including trails

Mow the edges of the roadways and parking lot. Mow all previously mowed areas including the disc-golf fairways, the sides of paved trails, and natural surface trails. Natural surface trails are approximately 8 feet wide but width may vary based on terrain throughout the park. Paved trails should have 4 to 5 feet of mowed turf on either side. Please note that 4 fairways and approximately 1 mile of trail are located across a bridge that will limit the size of equipment that can be utilized there to between 42 and 44 inches. Prospective bidders should ensure that their equipment will fit across the bridge before bidding.

See Exhibit 1

- West:

1.17 acres of turf

Mow both sides of the sidewalk on the west side of Paw Paw Dr. from the bridge to the first house south of the park entrance. Mow all previously mowed turf on the sides of the roadway, around the parking lots, around the picnic shelter, and to the first boardwalk on the turf trail west of the main parking lot. Along the river, mow previously mowed turf as close to the river as possible from the fishing deck to the wood-line. Mow both sides of the paved path that runs from the river area to Paw Paw Dr.

See Exhibit 2

- **Upper Macatawa Natural Area-** Entrances at 1300 - 84th Avenue (approx.)

Zeeland, MI 49464 and 2171 - 76th Avenue (approx.) Zeeland, MI 49464

2.63 acres of turf

Mow previously mowed turf at park entrance and around parking lot picnic area of 84th Ave site to include a strip on both sides of paved path to overlook at top of hill.

At 76th Ave mow around park entrance sign and a strip on each side of gravel entrance drive to parking lot including picnic area around lot and lot-island.

See Exhibits 3, 4, and 5

- **Adams Street Landing-** 10363 Adams St. (approx.) Holland, MI 49423

.61 acres of turf

Mow previously mowed turf area from park entrance around parking lot (including parking lot island) and on each side of walkways to river.

See Exhibit 6

G. Pricing and Invoicing

The contractor will submit billings to OCPRC at:

**Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460**

On a monthly basis for all work performed during the preceding month. The billing shall contain a complete breakdown of costs, including location, dates mowed, unit price per mowing, and total monthly cost (please do not send an invoice prior to completing the work).

Should incomplete or unacceptable work or damages due to the negligence of the contractor be noted during the inspection, the pro-rated portion of the billing covering the incomplete or unacceptable work or cost to repair damages will be deducted from payment to the contractor.

If the retainage arrangement referred to in Section 1.4 of Instructions to Bidders is substituted for the performance bond, then ten percent (10%) of each monthly payment will be retained by OCPRC through the life of the completed contract and will be paid as part of the last payment to the contractor. Please include reference to the retainage and amount in your monthly invoice. Any retainage will be forfeited by the contractor if they fail to complete the contract. Upon completion of the contract, the contractor shall submit an invoice for payment of any retainage.

County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

Section 4 - Bid Award Process:

Upon public bid opening, a bid tabulation will be prepared by the County to summarize each Contractor's offer. All offers will be required to be submitted under a condition of irrevocability for a period of ninety (90) days after submission.

Bids will be reviewed to determine if submission requirements are met and confirm the lowest responsive, responsible bidder. Failure to meet submission requirements or do not comply with submittal instructions established in this document may result in rejection of the offer and declared non-responsive. Contractor assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

The County will coordinate a post-bid interview with the apparent low, responsive, responsible bidder to validate pricing and project understanding before issuing an intent to award. The County reserves the right to interview any number of qualifying bidders as part of the selection process. The County further reserves the right to award a contract without an interview, if determined to be in the best interest of the County.

The lowest priced response may not have a direct bearing on final selection. The County reserves the right to select and subsequently recommend for award the offer which best meets its required needs, quality levels, and budgetary considerations. The County reserves the right to award by item, group, or total bid.

An intent to award will be issued to the successful Contractor and all bidders will be notified. In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the next lowest, responsive, responsible bidder.

Form of agreement will be by standard Purchase Order issued by the County of Ottawa, which incorporates by reference this Invitation to Bid, any project manuals or Drawings as prepared by the County or the County's Representative and all terms and conditions therein, as well as the Bid Pricing Form as offered by the Contractor. No work is to commence prior to receipt of Purchase Order by Contractor.

Section 5 - Contract Terms, Period, Procedures and Use:

The County of Ottawa's intent is to award a contract that will cover the period from May 6, 2024 through October 31, 2024 with the option to renew for two (2) additional seasons (2025 and 2026). This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The bid, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Bid pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6 - ITB Terms and Conditions:

By submitting a response, the Vendor confirms that they have read and will comply with the solicitation and all specified ITB terms and conditions listed below.

BID ACCEPTANCE, REJECTION, AND WITHDRAWAL:

The County reserves the right to accept or reject any and all bids submitted if in the best interest of the County. The County also reserves the right to let separate contracts on any aspect of the work.

The County may at its own discretion waive minor irregularities in bids. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County may request or require clarification at any time during the bid process or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bid or to determine a bidder's compliance with the requirements of the solicitation.

After the ITB Deadline, bids may not be withdrawn without the written consent of the County after submission deadline. Bids must be firm and may not be withdrawn for a minimum period of 90 calendar days after the ITB Deadline. Any fees proposed are considered firm and cannot be altered.

BRAND NAME:

If and whenever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within their bid and to prove to the County that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the County and within a reasonable period of time.

CANCELLATION OF ITB:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The ITB Administrator will notify vendors of any cancellation.

CHANGES:

The County will have the right to make changes, including additions, deletions, and revisions in the work. Should the County desire to make a change, it will request of the Contractor, either orally or in writing, to submit a written proposal to the County. The Contractor is authorized to proceed with a change in the work only upon execution by the County of a written Change Order.

CLAIMS RESOLUTION:

If the Contractor has a claim against the County, whether on its behalf or including any claim through the Contractor for the benefit of any of its subcontractors or material suppliers, such claim, and the factual basis, therefore, must be submitted in writing to the County within 10 days of the Contractor learning of the claim.

CLEANUP

Contractor will always keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work they will remove all his or her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his or her work clean and ready for use.

Contractor may not use the County's trash containers. Burning of materials on the site is prohibited.

Contractor will provide for the control of materials, which can leach into the ground. Contractor will remove from the site immediately after the completion of the work all delivered, manufactured, spilled, disposed of, or stored chemicals, lime-based materials, hazardous materials, or toxic substances used on County's property as part of the project or work, or part of the Contract. Contractor will dispose of these hazardous materials and toxic substances in accordance with all laws and regulations. Contractor agrees to indemnify the County against all obligations and liabilities arising out of the claims made or suits resulting from the environmental contamination due to the acts of the Contractor or any subcontractor acting under this Contract. Contractor will insure that all subcontractors fully comply with these clean-up provisions.

CONFIDENTIALITY:

All responses in entirety, produced by the Bidder, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this ITB is not assured.

CONFLICT AND ERRORS:

If the Contractor, in the course of work, finds any conflict or discrepancy between the plans or bid documents and the physical condition of the site, any errors or omissions in the plans or instructions given by the County Project Manager or County's designated representative, it will be the Contractor's duty to immediately inform the County. Work will not proceed on the area in questions until the concerned parties have agreed upon a course of action. Any work done by the Contractor to such resolution will be done at the Contractors risk.

EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF DOCUMENTS:

By executing the Contract, the Contractor represents that the Contractor has visited the site, familiarized themselves with the conditions under which the work is to be performed, and correlated their observations with the requirements of the Contract or Bid documents.

The intent of the documents is to include all labor, materials, equipment, tools and services necessary for the proper execution and completion of the work. Contractor will make field measurements to verify or supplement dimensions indicated and will assume full responsibility for quantities of material required and accurate to fit all work.

The Contract and related Contract Documents represent the entire and integrated agreement between the County and Contractor and supersedes prior negotiations, representations or agreements, either written or oral.

EXTENSION OF TIME:

If the Contractor is delayed at any time in progress of the work by an unusual, unavoidable or unexpected event beyond the control of the Contractor; by cause of the County, a separate contractor or consultant employed by the County; labor dispute; or by other unforeseeable circumstance, then the Contractor will, upon written application to the designated County representative, be granted a reasonable extension of time or completion of the project. Such application will be made at the time of the delay. Contractor's sole remedy is a reasonable extension of time and Contractor hereby waives any claims for damages by reason of delay.

FORCE MAJEURE:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court, order, labor dispute, acts of God or war which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a

reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

INCURRED EXPENSES:

The County will not be responsible for any cost or expense incurred by the bidders preparing and submitting a proposal or cost associated with meetings and evaluations of bids prior to the execution of an agreement. This includes any legal fees for work performed or representation by the bidder's legal counsel during any and all phases of the ITB process, any appeal or administrative review process, and prior to County Board approval of a contract award.

INDEPENDENT CONTRACTOR:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

INSPECTION:

Contractor will at all times permit and facilitate inspection of the work by the County. The County will have the authority to stop work, or reject work, in which their opinion does not meet requirements of the Contract. No changes in the work, however, will be made without the approval of the County.

KNOWLEDGE OF REGULATIONS:

Each bidder must familiarize themselves with and conform to all laws, ordinances, and codes that might affect the proposed work in any way and will be responsible for the procurement of and payment for all permits, fees, and licenses necessary for the complete prosecution of work.

LAWS:

This ITB and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

MATERIALS AND WORKMANSHIP:

Unless otherwise specified, all materials and equipment will be new, and all work will be good quality, free from defects and in conformance with the Bid and Contract Documents.

OTHER CONTRACTS:

The County may let other contract in connection with the work. The Contractor will properly connect and coordinate his work with that of other contractors. If any part of the Contractor's work depends for proper results, upon the work of another contractor, the Contractor will promptly notify the County in writing of any apparent discrepancies or defects that will affect his work. Failure to so notify will constitute his acceptance of the other contractor's work.

OWNERSHIP OF DATA:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, or subcontractors, pursuant to any agreement resulting from this ITB, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

PERMITS, FEES AND NOTICES:

Contractor will give all notices and secure and pay for all permits, fees and taxes required by law for the proper completion of the work. Contractor will comply with all laws, ordinances and codes applicable to the work stated in the bid.

PROJECT CLOSEOUT:

The Contractor will request a meeting with the County to verify substantial completion. After project inspection, County will advise Contractor of any unfulfilled requirements. If requirements remain to be completed, the Contractor will finish the work and request another inspection.

When all requirements of the contract have been met, the Contractor will submit a final payment request to the County for review and approval. Payment by the County will be considered final acceptance. This final acceptance in no way diminishes the right of the County to seek remedies arising from guarantees or other provisions of the contract.

PROJECT MEETINGS:

Pre-construction and construction progress meetings may be scheduled on a regular or "as-needed" basis. Pre-construction meetings will be attended by the Contractor

and all major Subcontractors, as applicable. The Contractor will be represented by a person with the authority to make decisions regarding the project work.

PROTECTION OF PERSONS AND PROPERTY

Contractor will be responsible for protection of County's property and will take care to prevent damage to structures, equipment, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, and other improvements in and adjacent to the area of under this Contract. Any damage to County's property resulting from Contractor operations will be repaired or replaced by the Contractor without additional cost to the County.

Contractor will take all known and available measures and employ all techniques for the protection of the site, work in progress, or materials and equipment stored on site from damage, injury or loss from the elements, vandalism, theft or accelerated degradation or depreciation.

RETAINED RIGHTS:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals or bids. The County reserves the right to make changes to or withdraw this request at any time.

SUBCONTRACTORS:

Since the contract is made pursuant to the bid submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

SUBMITTALS:

Contractor will submit all materials as required in the plans and specifications in a timely manner to avoid unnecessary delay and allow reasonable time for review as required.

SUBSTITUTIONS:

Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents. No substitution will be considered unless written request has been submitted to the owner at least three (3) business days prior to the date for receipt of bids. Each such request will include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and other data necessary for a

complete evaluation. If the County approves any proposed substitution, such approval will be set forth in an addendum.

SUPERVISION:

Contractor will have adequate supervision at the work site at all times and will have plans and specifications available on the site. Contractor will enforce good order among employees.

SUSPENSION FOR CONVENIENCE:

The County may, with or without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or part for such period of time as the County may determine. An adjustment may be made for increases in the cost of performance of the Contract for the suspension of work.

TAXES:

Contractor will include and be deemed to have included in their bid and Contract price all Michigan Sales and Use Taxes, currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the bid date.

Section 7 - General Terms and Conditions:

By submitting a response, the Vendor confirms that they have read and will comply with all the general terms and conditions listed below.

CONFLICT OF INTEREST:

By submission of a response, the Bidder agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

DEBARMENT AND SUSPENSION:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, or its' principals, Countys, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

DEFAULT

If Contractor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend Contractor from receiving future solicitations.

EQUAL EMPLOYMENT AND OPPORTUNITY:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any

employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

INSURANCE:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

IRAN-LINKED BUSINESS:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran-linked business."

MATERIAL SAFETY DATA SHEETS:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

PAYMENT TERMS:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

RIGHT TO AUDIT:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

SAFETY:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

TAX EXEMPT ENTITY:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

WARRANTY:

Vendor warrants that the goods or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.



Ottawa County Parks Mowing Maps - 2024

Paw Paw Park East 11.39 Acres

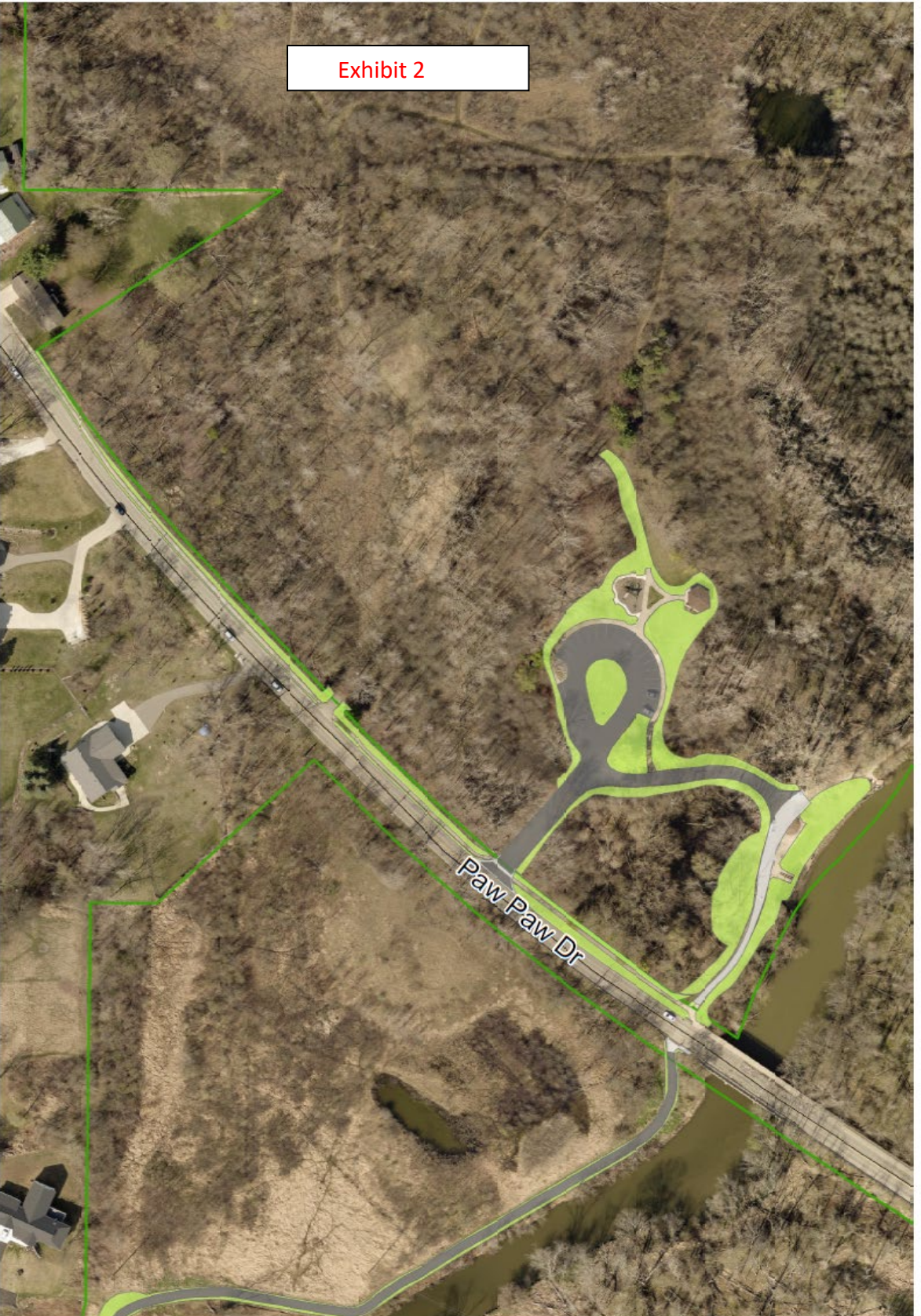
1 inch = 450 feet



ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

Exhibit 2



Ottawa County Parks
Mowing Maps - 2024

Paw Paw Park West- 1.17 Acres

1 inch = 150 feet



ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

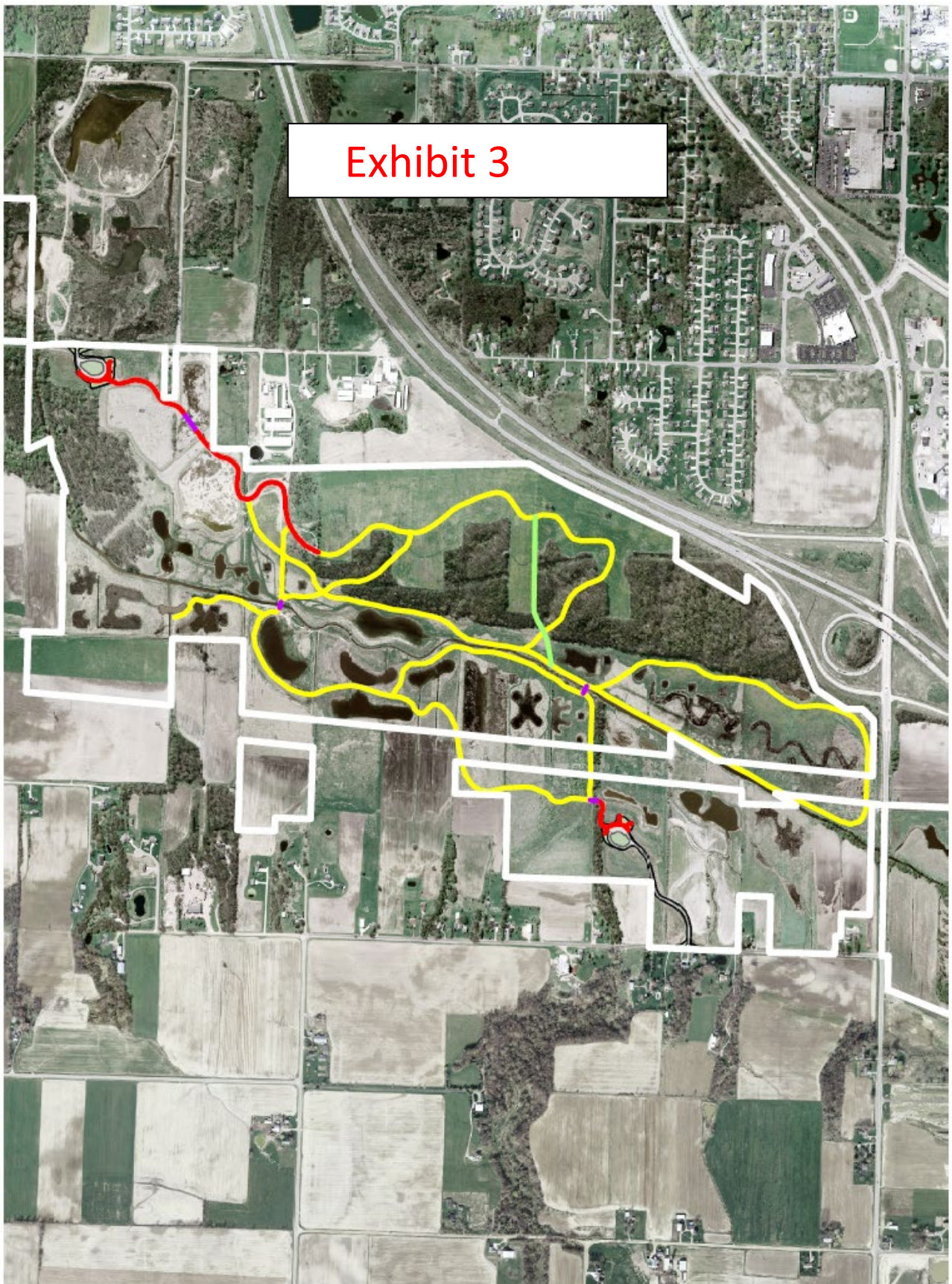
MOWING MAP

2.65 acres

.76 miles paved trail

UMNA Overall

Exhibit 3



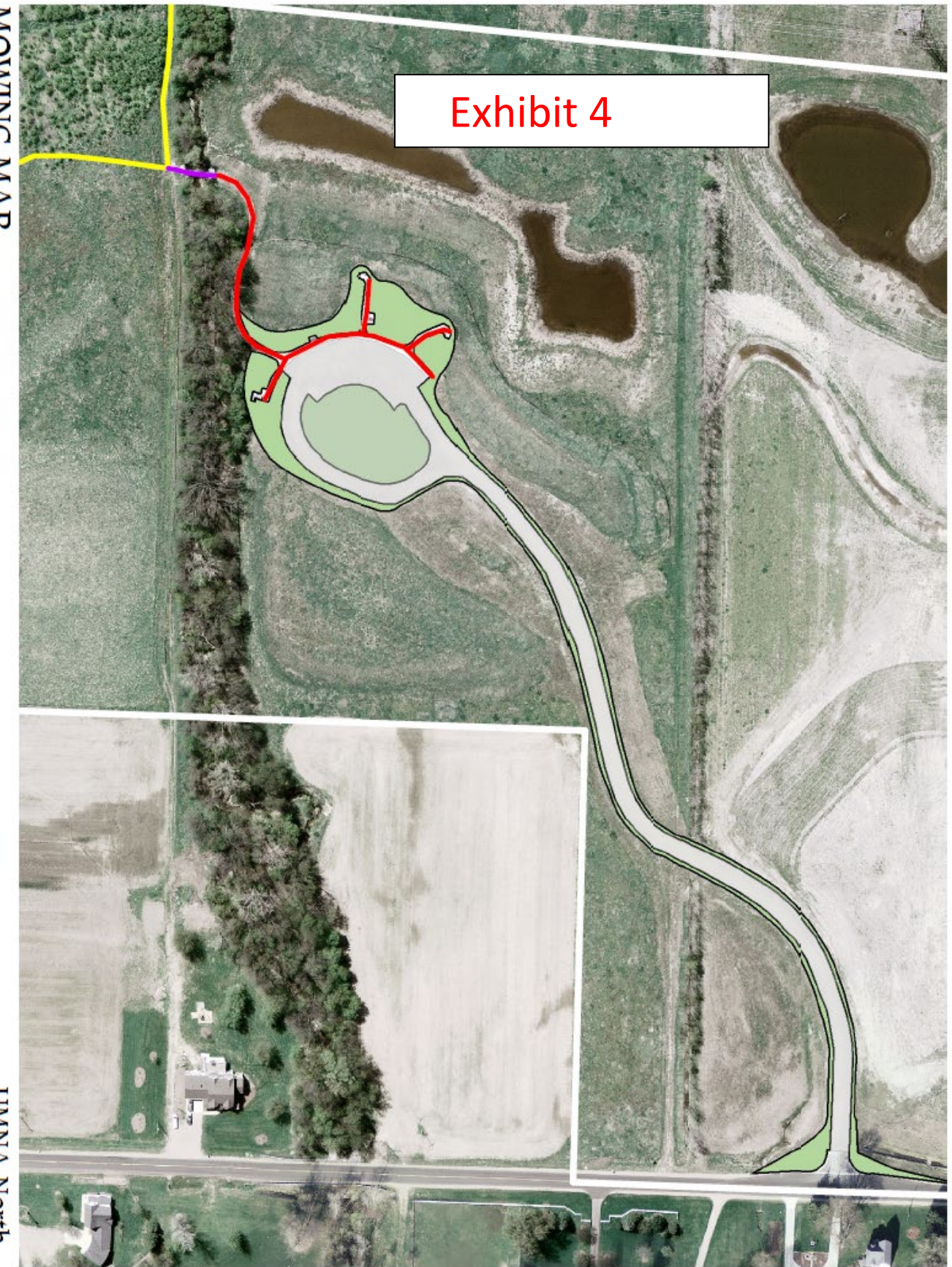
ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

MOWING MAP

Exhibit 4

UMNA North



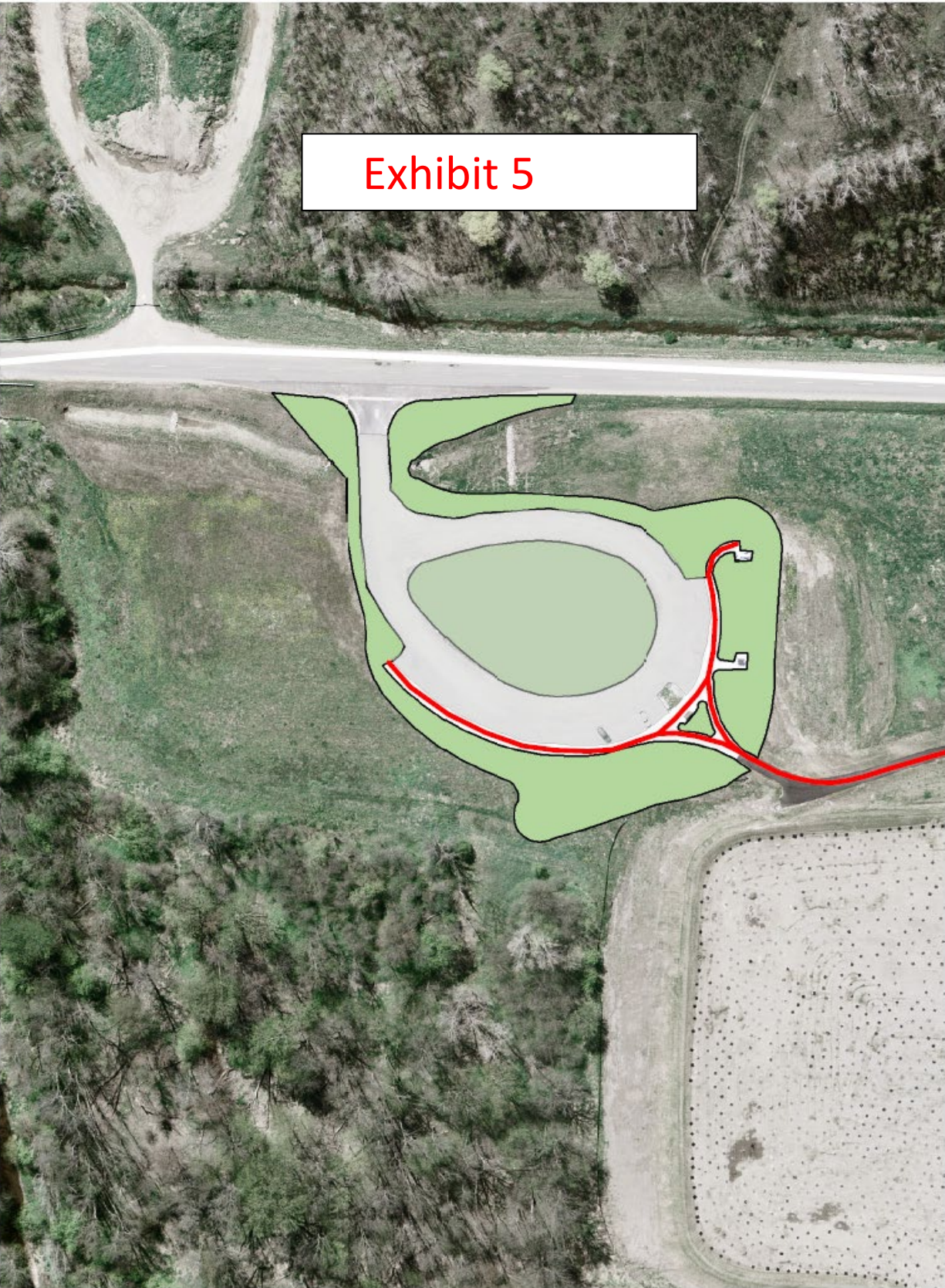
ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

MOWING MAP

Exhibit 5

UMNA South



ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

MOWING MAP

.61 Acres

ADAMS ST. LANDING

Exhibit 6



ITB OCPRC south Mowing, 2024
Issue Date: 03-08-2024

Distributed by:
Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460



County of Ottawa

Fiscal Service-Purchasing

12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4844
Fax (616) 738-4897

Exhibit 7

VENDOR INSURANCE REQUIREMENTS/ REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE (if applicable)

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)

Limit of Liability	\$2,500,000 Aggregate Limit
--------------------	-----------------------------

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee
	\$500,000 Aggregate Injury by Disease

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

Additional Insured Endorsement to the Commercial General Liability policy **must accompany the certificate**, OR the **certificate must state** that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897