



March 27, 2023

INVITATION FOR BIDS

The Kalamazoo County Drain Commissioner's office is seeking bids for the mowing of storm water retention basins that are under the control of the Drain Commissioner. These storm water basins are located throughout the County. A listing of the locations is included in the attached packet (Attachment 1). The successful bidder will be expected to sign a professional services agreement, a copy of which is enclosed in this packet (Attachment 3).

Bids must be submitted in complete original form by email, mail or messenger to the following address:

Kalamazoo County Drain Commissioners Office  
201 West Kalamazoo Avenue, Room 107  
Kalamazoo, MI 49007

[zsvoss@kalcounty.com](mailto:zsvoss@kalcounty.com)

Bids will be accepted at the above address until the time and date specified below and immediately after will be publicly opened and read aloud.

**CLOSING TIME: 1:00 P.M.**  
**CLOSING DATE: April 17, 2023**

All bids shall be submitted on the enclosed bid form (Attachment 2), tightly sealed in an opaque envelope and plainly marked "**SEALED BID – LAWN MOWING SERVICES.**" Emailed bids should have mowing contract in the subject line.

All bids are subject to the Standard Terms and Conditions attached. Any questions regarding this bid package should be directed to Jason Wiersma, Kalamazoo County Drain Commissioner,  
269-384-8117.

NO BID MAY BE WITHDRAWN FOR AT LEAST 45 DAYS AFTER THE BID OPENING.

## Attachment 1

### 2023 BASIN MOWING SPECIFICATIONS:

#### CITY OF PORTAGE

1. **011 – Austin Lake Outlet – (West Lake Sugar Loaf Channel)** = Off of South shore Drive (across from 611 South Shore Dr) west of West Lake. Mow between fence and basin and inside fence approximately 30 feet. Second area off of South Westnedge (across from 9202 South Westnedge). Mow along east side of road, north side of drain to match mowing by City of Portage.

#### COMSTOCK TOWNSHIP

1. **016 - AZO** = plat basin on ML Avenue across from AZO drive. Mow outside of fence between gate and road as needed. Mow inside 30 feet to keep gate clear. Trim fence line around south section. Mow to match Etna mow line.
2. **089- Fleetwood #4-5-6** = basin on Shadow Lane off of 35<sup>th</sup> street. Mow the entire basin, nothing outside of fence.
3. **153- Meadow Wood Estates #1** = off 28<sup>th</sup> street. 2 small side by side basins need mowed on shelf and on gentle slopes. Match mowed area for lift station. No fence at this location.
4. **154 - Meadowood Estates #2** = at corner of Duncan and Country meadow. Large dry basin needs mowed along road and around slopes as best as possible. No fence at this site.
5. **214 - Rolling Meadows #2** = Basin off of 33<sup>rd</sup> street on Daylily Lane. Mow inside fence around shelf and slopes as best as can be done. Trim outside fence on street side only.
6. **299 - Wildwood Hills** = basin at corner of Redhawk and Reynolds off H Avenue. Mow outside fence between gate and road and inside basin top shelf and sides. Trim fence lines.
7. **044 - Chestnut Hills** = basin off of HJ Avenue east of 35<sup>th</sup> street on Chestnut Trail. Mow entire basin (no fence) and side slopes as best can be done depending on water conditions.
8. **215 - Rolling Meadows #3**= vacant lot on Daylily Lane near Autumn Joy. No fence but mow lot line to meet adjacent property owners mowing lines.
9. **061 - Country Estates**= Country Meadows Drive off of 28<sup>th</sup> street. Mow inside fence as best as can be done. Wee whip outside of fence on street side only.

## COOPER TOWNSHIP

1. **176 - Northpeak** = basin on Arctic Avenue off G Avenue. Mowing needed inside fence only, small amount of water mow slopes as best as can be.
2. **286 - Walkers Trail** = Basin at the corner of Red Rock Trail and Walkers Ridge Road off of 12<sup>th</sup> street. Mow between road and fence. Inside as best as can be done. Substantial water at this location.
3. **284 - Walker Meadows #2**= Rolling Meadows Drive off of 12<sup>th</sup> street south of D Avenue. Mow inside fence only in areas feasible for mowing.
4. **Highland Bluff #3** = Basin behind houses on Nancy Ann Drive. Access to basin is between 5867 Nancy Ann Dr., and 5855 Canton Dr. Mow inside fence only.

## KALAMAZOO TOWNSHIP

1. **274 - Nichols Landing** = off Grand Prairie at Nichols Road. Mow between fence and road on two sides and around inside basin. Trim fence lines.
2. **220 - Rose Blossom Trail** = off Nazareth Road. Basin at the corner of Sonia and Sunsprite. Mow outside between fence and road and inside around shelf of basin.

## OSHTEMO TOWNSHIP

1. **030 - Breckenridge #1** =Basin off of 9<sup>th</sup> street at North star Avenue. Mow along street side only.
2. **108 - Greystone** = off of 4<sup>th</sup> street. Basin on Olde Forest Drive at Greystone Road. Mow outside of gate only as needed, (city maintains lift station) and inside fence around perimeter and on west side of the water. THIS BASIN NEEDS MOWED ONCE A MONTH.
3. **022 - Bela Sera** = Located off of 9<sup>th</sup> street. Two basins on each side of the entrance. Mow the entire basin (both) and the general entrance area. No fence at this location.
4. **094 - Forest Glen Estates** = Basin off of 3<sup>rd</sup> street at Highland Avenue. Mow inside as best as can be done. No mowing outside.
5. **293 - WestPort Trails #1** = Basin located on Oak harbor street off of H avenue. Mow the entire basin and outside as needed. Trim fence lines.

6. **183 - Oshtemo Woods' #1** = Coddington Lane off of 11<sup>th</sup> Street. First basin on the right. Do not mow any other basin out there as more basins exist. Mow up to trimmed areas from adjacent properties. Weed whip fence on first basin.
7. **219 - Rose Arbor #1-2-3** = basin off of Sweet Briar Drive & Fountain Square Drive. Basin is behind homes and the access is on Caribia Ave.

#### PAVILION TOWNSHIP

1. **Greenfield Pointe #3** = Basin on Moonflower Street off of 25<sup>th</sup> street. Mow outside on Moonflower side and around shelf inside fence. Mow side slopes as best as can be done.

#### PRAIRIE RONDE TOWNSHIP

1. **303 - Woodbrook #3** = Basin is on Northside of Sunshine Avenue at Grazenview off of 11<sup>th</sup> street. Mow inside basin only around shelf. No mowing outside.

#### SCHOOLCRAFT TOWNSHIP

1. **050 - Colonial Village #1** = Basin entrance is off Honeysuckle Street. Large dry basin needs mowed inside basin only.
2. **107 - Greenview Meadows** = Basin at the end of Green Prairie Road off of VW Avenue. Mow on street side outside of fence and around shelf of basin.
3. **203 - Prairie Edge Estates #2** = Off of U Avenue between Oakland drive and 14<sup>th</sup> street. Basin is located on Prairie Edge Street. Large open basin, (no fence). Mow 4 or 5 passes around edges of basin.
4. **281 - Virginia Downs 4 & 5** = Basin is off of South Hill Avenue off of U Avenue. Needs mowed on Westside outside of fence and around shelf and on gentle slopes inside fence.

#### TEXAS TOWNSHIP

1. **006N - Applegate Farms #1 N** = Basin located at the corner of Q Avenue and Percheron Street. Mow the entire basin inside red fence. Mow outside between fence and road (both sides). Trim fence line inside and out.
2. **023 - Bel-Villagio** = Basin located on Bel Villagio drive off of S avenue. Only mow once per year (fall).

3. **170 - Mystic Trail Estates #3** = basin on Sierra Madre next to 8584. Mow on street side and a small amount on inside around shelf.
4. **260 - Texas Heights #3** and **261 Texas Heights #4** = off of Keenan Street. The entire basin needs to be mowed. Match mow lines with adjacent property owners. No fence at this location.
5. **263 - Texas Heights #6** = basin off of Petoskey Street. Mow entire basin to match property owners mow line. No fence but some water.
6. **222 - Rudgate Meadows-Rudgate Farms 1,2,3,4,5&6** = Basin at the corner of Cypress Bay and Veronica. Mow the entire basin and outside only as necessary. Trim fence lines.
7. **320 - Crooked Lake Cove #2** = Interlochen St., off of Q Avenue, next to address 7877 Interlochen St., near round about. Mow only the side slopes of the basin itself one time a year. The area around the trees is maintained by the association.
8. **014 - Autumn Woods 2** = Shane Street between 5080 & 5128 Shane Street.
9. **321 - Texas Heights #9** = Basin next to 7809 Bowers Harbor Ave.
10. **278 - Vineyards** = Chianti Cir. Between 7148 & 7212 Chianti Circle.

Number of basins = 39

#### SPECIFICATIONS

Mowing of each basin will occur twice a year. The first mowing will occur in the May-June timeline. The second mowing is to occur in the August- September timeline.

The grass shall be cut to a length of 3 inches outside of the basin and 6 inches on the inside. Clippings are not to be directed onto roads, sidewalks, adjacent properties, or waterways. No fertilization is authorized under this contract. Mowing instructions for each basin is provided above and should be followed for each specific basin. These are to be considered general guidelines and site conditions may determine what work is actually performed. Any questions should be directed to the Drain Office.

Trimming shall occur only in areas mowed (if only mowing inside then only trim inside). If mowing inside and outside, then trim both sides of fence. Small incidental rubbish shall be picked up before mowing. Large objects or other problems should be reported to the Drain office. No trees shall be removed unless directed to do so. Small saplings may be brush hogged.

Basins to be mowed at contractors desired schedule, however if the drain office receives a request, the contractor may be asked to respond to a particular basin within 7 business days. Basins may be added, or additional mowing of listed basins may be added to the contract at an additional cost to be negotiated.

The contractor will be required to provide the appropriate insurance indemnifying the County of Kalamazoo and the contractor is responsible for all incidental damage that may occur. Contractor is to give bi-weekly updates to the Drain Office as to the status of work performed. Inspections will occur and deficiencies brought to the contractor's attention as needed. Kalamazoo County Drain Commission reserves the right to terminate this contract at any time due to nonperformance, poor workmanship, or any other violation of the terms outlined in this agreement

Bids are to be submitted as a lump sum for the entire contract. Billing shall be broken down by the name of each basin serviced so appropriate costs can be charged back to benefiting districts. The Drain Commissioners office will award this contract based on cost and the ability to perform the work in a timely and professional manner. The contractor bears the sole responsibility to determine and use the appropriate equipment to perform the necessary work. The Kalamazoo County Drain Commission reserves the right to reject any or all bids.

Terms for the contract are for one year with an option to renew for an additional 1 year if both parties agree. Billing shall occur twice with first payment after basin completion within 30 days of service performed and will be paid within 21 days of receipt. Second billing will occur after total contract is complete.

Any questions regarding the mowing contract shall be directed to Jason Wiersma Kalamazoo County Drain Commissioner at 269-384-8117. Kalamazoo County is an equal opportunity employer.

Attachment 2

**BID FORM**

The undersigned, having fully familiarized him/herself with all the bid documents, specifications, terms and conditions of the IFB, hereby proposes to furnish mowing services for storm water basins at the following price:

\$ \_\_\_\_\_ Total Price for 2023 mowing contract.

**IF APPLICABLE, CHECK ALL THAT APPLY BELOW:**

I acknowledge receipt of Addendum #1 \_\_\_\_\_

I acknowledge receipt of Addendum #2 \_\_\_\_\_

I acknowledge receipt of Addendum #3 \_\_\_\_\_

I acknowledge receipt of Addendum #4 \_\_\_\_\_

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from an official or employee of the County of Kalamazoo that would tend to destroy or hinder free competition.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
Street, City, State, Zip

Phone \_\_\_\_\_ email \_\_\_\_\_

Attachment 3

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF  
KALAMAZOO AND \_\_\_\_\_**

THIS CONTRACT is made and entered into this April 15th, 2023, between the County of Kalamazoo ("County") by and thru the Kalamazoo County Drain Commissioner, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and TBD ("Contractor").

WHEREAS, the County desires to hire the Contractor to mow areas adjacent to storm water drains in various locations in the County ("Mowing Areas") that are under the control the Kalamazoo County Drain Commissioner; and,

WHEREAS, the Contractor possesses the experience, expertise, and training to accomplish the mowing operations of the Mowing Areas.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

**SECTION I. THE CONTRACTOR DUTIES**

The Contractor agrees to perform the following duties:

See specifications, Attachment 1.

Additionally, the Contractor agrees to use the following type of equipment to perform these mowing services

1. Exmark Lazars or comparable, walk behinds, brush hogs – 48 inch to 60 inch cut
2. Gas Trimmers w / steel blades and line
3. All associated equipment necessary to perform the task at hand.

**SECTION II: THE COUNTY'S DUTIES**

The County agrees to perform the following duties:

1. Provide access to the drains.
2. Respond as quickly as possible to calls from the Contractor.
3. Provide maps showing locations of the various drains throughout the county.



### SECTION III: CONTRACT PERIOD

The term of this this Contract shall run from [DATE] to [DATE] ("Contract Period").

### SECTION IV: COMPENSATION

County shall compensate Contractor for its services under this Contract in the following manner:

TBD US Dollars for the contract period ("Contract Price"). The performance of the Contract is general split up into two periods of mowing.

After the first period of mowing occurs and on or after [DATE], the Contractor shall submit a report of the mowing services performed during the first period of mowing. Simultaneously, the Contractor shall submit a request/invoice for half of the Contract Price. Subject to approval of the report, County shall pay the request/invoice within 30 days of receipt.

After the second period of mowing occurs and on or after [DATE], the Contractor shall submit a report of the mowing services performed during the second period of mowing. Simultaneously, the Contractor shall submit a request/invoice for remaining half of the Contract Price. Subject to approval of the report, County shall pay the request/invoice within 30 days of receipt.

Prior to performing any work outside the scope of this Contract (Ex: additional mowing, significant trash/debris removal, etc.), the Contractor shall contact the County and receive authorization to perform additional work. Any additional compensation requested by the Contractor beyond the Contract Price must be separately approved in writing by the County.

### SECTION V: MISCELLANEOUS

The following duties and responsibilities apply equally to the Contractor and the County unless the language of the provision clearly indicates that it applies only to the Consultant or the County.

1. **INSURANCE.** The Contractor shall provide the County with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The Contractor shall have the County listed as an additional insured on the certificate of insurance (to the extent of the liability which the Contractor assumes under this contract). The insurance certificate shall state that the insurance policy cannot be amended or canceled unless the County is given thirty (30) days written notice. The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice

shall impose no obligation or liability of any kind upon the company". The Contractor shall also furnish to the County a certificate of insurance covering the Contractor's Workers Compensation responsibilities for the Contractor's employees. Failure of the Contractor to provide the certificates of insurance or receipt by the County of a Notice of Cancellation of the insurance policies by the Constructor's insurance company(s) shall constitute a material breach of this contract and the County may then, at its sole option, terminate this Contract immediately.

2. INDEMNITY. The Contractor agrees to indemnify and hold harmless (to the extent of the liability which the Contractor assumes under Section V, Paragraph 1 of this contract) the County, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Contractor, its agents, employees, officers, or representatives, in performing this contract. The County agrees to indemnify and hold harmless the Contractor, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the County, its agents, employees, officers, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the County and its agents, employees, officers or representatives by common law, statute or court decision.

3. ASSURANCES AGAINST DISCRIMINATION. Contractor assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight, or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes the County to, in its sole discretion, immediately terminate this Contract.

4. DISPUTE RESOLUTION. In the event a dispute arises between the County and the Contractor concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The County and the Contractor agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY THE CONTRACTOR THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

5. ASSIGNMENT. This is a Contract for Professional Services and the Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this this Contract, without prior express written consent of the County.

6. RELATIONSHIP BETWEEN THE PARTIES. This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between the County and the Contractor. The Contractor shall be an independent contractor. The Contractor shall perform all services by whatever means and methods he shall, in his sole discretion, determine, subject to the requirements of this Contract. The Contractor shall provide its own equipment and tools at its cost. The Contractor shall be solely responsible for: (1) payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws; (2) payment of any and all FICA, unemployment contributions, and other payroll-related taxes or contributions required to be paid by the Contractor under State and Federal law; (3) Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted; (4) Payment of any and all suppliers, merchants, or vendors from whom the Contractor obtains items and materials related to the contract. The Contractor shall indemnify and hold the County harmless from all claims arising from the foregoing payment obligations of the Contractor.

7. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by the Contractor and the County.

8. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including the Consultant's request for assistance from County personnel in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

CONTRACTOR:

TBD

COUNTY:

Jason Wiersma  
Kalamazoo County Drain Commissioner  
201 West Kalamazoo Avenue  
Kalamazoo, Michigan 49007

9. SEVERABILITY. If a court of competent jurisdiction declares any part, portion, or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

10. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION V of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

11. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

12. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity that he/she represents.

13. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Kalamazoo County, Michigan.

SIGNATURE SECTION

For CONTRACTOR

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

By Its: Owner

For KALAMAZOO COUNTY

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jason Wiersma

By Its: Kalamazoo County Drain Commissioner