

Thomas County Board of Commissioners

Purchasing Department

August 17, 2010
INVITATION TO BID

You are invited to submit a sealed bid for providing the Right of Way Mowing for the Thomas County Board of Commissioners. Attached are the general conditions, standard instructions, bid specification, and bid form. Variation from the given specifications should be noted on the bid form with an explanation of said variation(s) attached. Bids are to be marked with bidder's name and address and labeled: **Bid for Right of Way Mowing** and mailed or delivered to the following address no later than 1:00 p.m. local time, Thursday, September 16, 2010.

There will be a Pre-Bid Conference Wednesday, September 8, 2010, 9:00 a.m. at the Public Works Department, 78 Joiner Rd., Thomasville, GA. The Pre-Bid Conference is mandatory for anyone that will be submitting a bid. At the Pre-Bid Conference, we will hand out the maps and road list.

Deadline for receiving bids:	<u>9/16/10</u> (date)	<u>1:00 p.m.</u> (time)
Bid opening:	<u>9/16/10</u> (date)	<u>1:00 p.m.</u> (time)
Tentative Award Date:	<u>9/28/10</u> (date)	<u>6:00 p.m.</u> (time)

Address all bids to:

THOMAS COUNTY BOARD OF COMMISSIONERS
Bid for "Right of Way Mowing"
ATTN: PURCHASING DEPARTMENT
P.O. Box 920
110 North Crawford St.
Thomasville, Georgia 31799

Any inquiries concerning this bid should be made to Thelma Salter, Purchasing Agent, at the above location or at (229) 225-4100. tbcpcpur2@rose.net

UPON RECEIPT OF THIS INVITATION – PLEASE CALL OR E-MAIL CONFIRMATION OF RECEIPT.

GENERAL CONDITIONS

No bids received after said time or at any place other than the time and place stated in the notice will be considered.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to the Thomas County Board of Commissioners, Purchasing Department.

REJECTION OF BID:

Thomas County may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Thomas County will be the sole judge which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation or product of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Thomas County that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected, The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS TO BIDDERS

1. The written specifications contained in this bid will not be changed or superseded except by written addendum from Thomas County. Failure to comply with the written specifications for this bid may result in disqualification by Thomas County.
2. All goods and materials will be F.O.B. Thomas County Board of Commissioners - no freight or postage charges will be paid by Thomas County unless such charges are included in the bid price.
3. All bids must be sealed, received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place without consideration, regardless of the postmark. Thomas County accepts no responsibility for mail delivery.
4. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid package to Thomas County, the first page of your bid package should be the Bid Form listing price, delivery, etc. unless the bid form is requested to be in a separate sealed envelope.
5. No bids received after said time or at any place other than the time and place stated in the notice will be considered.
6. Thomas County may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Thomas County will be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various bidders.
7. Telephone bids will not be accepted unless stated in invitation.
8. No sales tax will be charged on any orders. Thomas County is exempt as outlined by Georgia State Law.
9. Bidders will state delivery time after receiving order.
10. Unless otherwise stated, all bids submitted will be valid and may not be withdrawn for a period of 90 days from the due date of the bid.
11. Any bidder who wishes to receive a bid tabulation is required to enclose a self-addressed stamped envelope or a valid e-mail address. The results will be mailed after tabulation is complete. Results of the bids will not be available orally.

**THOMAS COUNTY BOARD OF COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS
THOMASVILLE, GEORGIA**

RIGHT OF WAY MOWING SPECIFICATIONS

SPECIFICATIONS FOR MOWING OF ROADSIDES BY CONTRACT

These Specifications outline the mowing requirements of Thomas County Public Works that are to be met by the Contractor. Any questions concerning these specifications should be directed to the Director of Thomas County Public Works.

A. DEFINITIONS

ACCEPTABLE MOWING - The height of vegetation shall be 6 inches, maximum height. The mowing shall present a neat and attractive appearance. Strips of vegetation left between cuts and areas mashed down by equipment tires and left unmowed will not be acceptable and require removing.

BACK SLOPE - The area of a sloped cut that begins at the rear of the roadway ditch (or toe of back slope) and extends to the top of the cut slope toward the right of way.

MOWING CYCLE - The mowing cycle consists of the mowing of +- 358.06 miles and shall be a continuous effort until one cycle is completed (weather permitting).

MOWING HEIGHT - The mowing height will be 6" maximum height. Random checks will be conducted.

RIGHT-OF-WAY - The entire portion of the highway within the boundaries of access control fences or access control lines where no fences exist.

ROADSIDE OBSTACLES - Those entities occurring within the highway roadside infrastructure, either naturally or unnaturally. They shall include, but not be limited to the following: sign posts, delineator posts, light posts, steel beam guardrail and posts, headwalls, catch basins, fallen rock in roadway ditches, bridge and abutments, mailboxes, newspaper boxes, and landscape plantings.

ROADWAY - The entire portion of the highway intended for normal or emergency use of vehicular traffic including all traffic lanes, shoulders, medians, and interchanges.

ROADWAY DITCH - The depressions are located at the toe of the cut slope, parallel to the roadway surface, and adjacent to the shoulder that allows for the drainage of water from the roadway.

SLOPE MOWER - A tractor equipped so as to have an articulated arm mower attached with a minimum reach of fifteen (15) feet, and have the capability of mowing over and behind the guardrail from the shoulder.

SLOPE MOWER MOWING - The mowing of the area which is on any slope deemed unsafe for wheel equipment. A slope mower may need to be utilized to accomplish this task.

TRIMMING - The reduction of vegetation from in front of, behind, under, or around roadside obstacles utilizing blade type trimming equipment. See Section B, Paragraph 2.

B. GENERAL

All mowing shall be performed in accordance with this Special Provision and to the satisfaction of the Public Works Director. The Contractor shall not mow areas which have been delineated by mowing stakes to allow for the natural regeneration of vegetation, unless otherwise directed by the Public Works Director.

Vegetation around roadside obstacles such as delineator posts, culvert headwalls, sign posts, mailboxes, and guardrails shall be trimmed by the Contractor by mechanical means so as to present a neat and attractive appearance. Excessive hand labor should not be included.

Trimming shall be accomplished by tractor powered equipment. The trimming shall be as close to a roadside obstacle as possible. Trimming shall be done as incidental to the right-of-way mowing cycle.

If the area is too wet or otherwise inaccessible to conventional equipment or would result in excessive damage to the right-of-way, the contractor shall use slope mower, if possible. This is pending if slope mower is included as part of this contract.

The height of mowing shall be six (6) inches maximum height for all mowing operations.

C. QUALIFICATIONS OF CONTRACTORS

Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment, facilities, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice of "Authorization to Proceed".

Proof of general liability insurance will be required in the amount of \$1,000,000. Proof of workers compensation insurance will be as required by Georgia state law. Certificates must be furnished to Thomas County for verification.

All mower operators shall be trained and properly certified to operate mowing equipment. It shall be the responsibility of the Contractor to supply all necessary training. The Contractor shall be familiar with all construction signing for roadway safety.

All employees must be legal residents of the United States.

D. TYPES OF MOWING OPERATIONS

The types of mowing operations to be performed on this Contract are defined as follows:

1. Right-of-Way Mowing

The mowing of County owned, assumed, or recognized right-of-way. This shall include the area that is obviously maintained by the County. If this contract includes the use of slope mowers, slopes deemed too steep for wheel equipment shall be cut with a slope mower. A smooth transition shall be made back to normal mowing limits.

2. Safety Mowing

The mowing of any vegetation that presents a sight distance problem at intersections, driveways, and curves to provide adequate sight distance. The Contractor agrees that this shall be done as part of the per mile price.

3. Trimming

This operation shall be the trimming of vegetation from around roadside obstacles and their proximities that occur within the designated mowing area in order to present a neat and attractive appearance. Trimming shall be done by machine as close as mechanical means will allow. (See Section 2, Paragraphs 2, 3)

Trimming operations shall be completed as incidental to the right-of-way mowing cycle.

E. EQUIPMENT

The equipment used for mowing shall be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified.

1. Minimum equipment for the Contract shall include the following:

- a. Arm or slope mower for slopes and hard to mow areas (if stated in contract).
- b. All mowers shall be tractor mounted and not less than sixty (60) inch cut.
- c. Adequate Support Equipment - Including safety/pickup trucks, service trucks, and any other item of equipment necessary to provide mowing services.

2. Specifications for such equipment are as follows:

- a. All tractors will have orange flags, placed so not to impair operator vision.
- b. All open portions of the mower must have acceptable guards to prevent objects from being discharged.
- c. Warning lights as stated in Section H, Paragraph 1.
- d. Roll bars.
- e. Blades for mowing should be routinely sharpened to ensure a quality cut.

F. TIME AND FREQUENCY OF MOWING CONTRACT OPERATIONS

RIGHT-OF-WAY MOWING - The Contractor agrees that the Public Works Director shall direct the time and place for each Right-of-Way mowing cycle. The number of mowing cycles on each project shall be determined by the Public Works Director within the parameters of this agreement. There will be four (4) mowing cycles per year, pending final decision by Board.

Approximate Schedule – 4 cycles

1 st Mowing	1 st week in April
2 nd Mowing	1 st week in June
3 rd Mowing	1 st week in August
4 th Mowing	End of September

The 2nd and 3rd mowing may vary if growth of grass warrants and adjustment.

NOTE: This may be done in conjunction with the county's chemical spraying program.

TRIMMING - The trimming operations that are to be done in conjunction with the mowing cycle shall be completed with the completion of the Right-of-Way mowing cycle.

G. NOTIFICATION AND PROJECT COMPLETION

The Contractor will be notified, via telephone, seven (7) calendar days prior to the date specified for the beginning of each mowing cycle. After receiving notification, the Contractor shall carry out all schedules in the same general direction and sequence. Cycles shall be completed without interruption and to the satisfaction of the Public Works Director.

H. TRAFFIC CONTROL

Tractors shall be equipped with either revolving or strobe lights. The revolving or strobe lights shall be visible for a minimum of one (1) mile, flashing sixty (60) to ninety (90) times per minute, mounted for three hundred sixty (360) degrees of visibility and equipped with amber lens. Eighteen (18) inch square orange flags on the rear of tractor nearest traffic will also be required.

Support vehicles including safety truck, pickup trucks, and any other vehicle used in mowing operation shall be equipped with revolving or strobe lights, as stated above.

THE SAFETY OF THE PUBLIC AND THE CONVENIENCE OF TRAFFIC SHALL BE REGARDED AS PRIME IMPORTANCE.

Signs, lights, safety, and other traffic control items are not a pay item, but are considered incidental to safe traffic control.

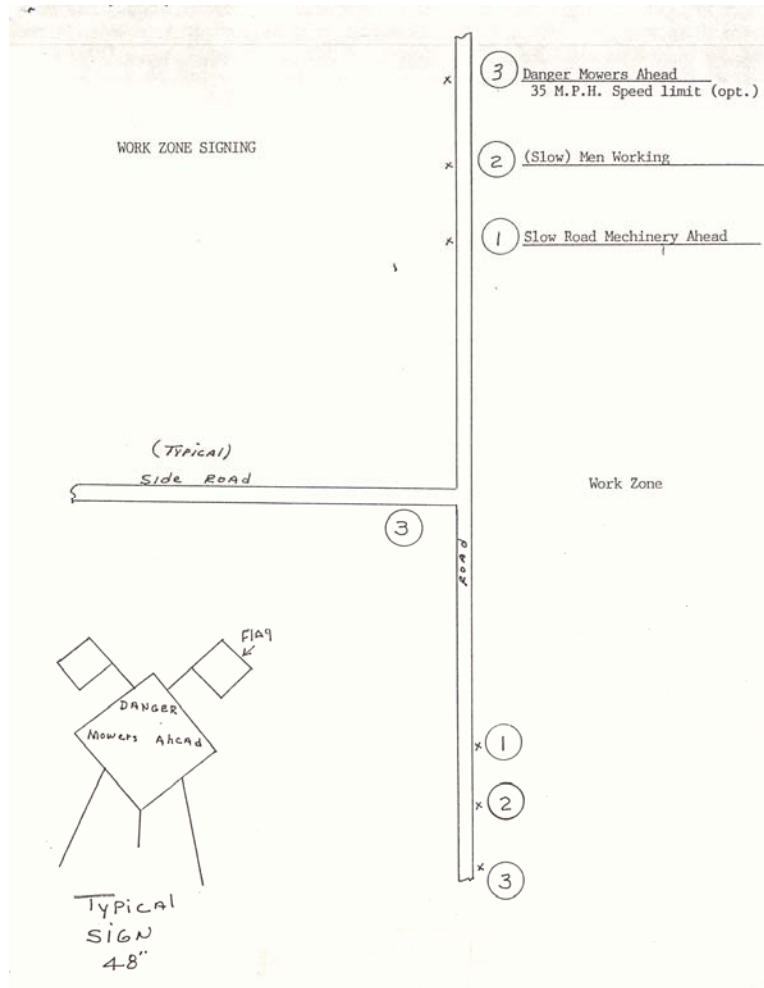
Equipment shall be parked as far from the roadway as possible. No equipment shall be parked where as it may hinder the sight path of any vehicle. No equipment shall be parked on the inside of a curve or outside of a curve.

I. WORK AREA SIGNAGE

The Contractor shall be required to provide signing of the work area in accordance with mowing signing details in Contract. See example below.

- All signs must be clear of traffic lane
- Signs must be out of view when operation is not underway, except for short periods such as lunch breaks
- All signs shall be orange in color and must meet Manual on Uniform Traffic Control Device (MUTCD) requirements

"35 MPH Speed Limit" may be used in conjunction with "Danger Mowers Ahead". (See page 12)



J. HOURS OF OPERATION

All scheduled mowing operations shall be performed during the hours specified herein as follows:

- a. During the hours of daylight and daily except Sunday, inclement weather days, or as directed by the Public Works Director.
- b. The Contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.
- c. The Public Works Director, or a designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgment, present weather conditions are such that mowing operations cannot be carried out in an effective manner.
- d. The Public Works Director, or designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgment, it is in the best interest of Thomas County.
- e. When equipment is not operating, nights, rain-days, Sundays, they shall be parked away from curves, home frontages and driveways.

- f. Mowing shall cease when an event such as a funeral or funeral procession is in the immediate area.
- g. Mowing shall cease when a school bus is stopped, loading or unloading, is in the immediate area.

K. ROUTE LIST

Prior to commencing work, the Contractor shall submit to the Public Works Director a planned mowing sequence by routes. The submitted schedule shall become the basis for:

- a. The Contractor's mowing schedule.
- b. Inspection of work by Department personnel.
- c. The invoicing for cycles completed.
- d. Payment by the mile for services rendered.

Any subsequent changes to submitted Route List throughout the Contract must have the prior approval of the Public Works Director or designated representative.

L. VERIFICATION OF WORK

For the purpose of inspection and control, the Public Works Director or designee, will monitor the Contractor's submitted Route List as a guide to verify the miles mowed for each route.

All roads mowed by the Contractor must present an appearance which is satisfactory to the monitoring inspector.

Any deficiency in the Contractor's performance will be reported to the Contractor within seventy-two (72) hours following completion of work, and such deficiencies shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.

In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict at the contractor's own expense.

The monitoring inspector will maintain a log of completed work and will verify completion of the Contractor's work with Contractor upon completion of cycle.

In the event a road rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of mowing cycle will be deleted from the appropriate list at the direction of the Public Works Director. The section(s) of roads deleted may be re-entered at the first schedule cycle following completion of rehabilitation projects. No payment will be made or required if the road or section of road is deleted.

Prior to re-entering any such road into the cycle, a field inspection shall be made by Department personnel and the Contractor to determine what cleaning will be required by others. In no event will the Mowing Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered road following rehabilitation or construction.

M. DAMAGE TO ROADWAY PROPERTY OR PRIVATE PROPERTY

The Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas, trees, shrubs, signs, delineator posts, mailboxes, headwalls, driveway pipes, surfaces or other roadside obstacles.

Care shall be taken not to mow during wet conditions where turf damage or ruts would occur. In the event that damage occurs to trees, shrubs, signs, delineator posts or other roadside obstacles on the Right-of-Way during and by reason of the mowing operations, the Contractor shall replace

or repair same at its own cost and expense in like kind and at the direction of the Public Works Director at no additional expense to the County. **If damaged property resulting from the Contractor's operations has to be repaired or replaced by the County, the cost of such work and repair shall be deducted from the Contractor's payment.**

It is highly recommended the contractor document by means of video or picture to verify that damage was done prior to the mowing operation.

Any damage of utilities shall be reported to the owner of such utilities immediately.

N. FAILURE TO COMPLETE WORK

It is essential to complete all mowing cycles within the time limits specified. Estimated cycle for 358.06+- miles shall be thirty (30) workable days excluding Sundays.

1. Failure to completely mow the entire scheduled cycle will be treated as follows:
 - a. If a cycle is incomplete due to elements beyond the Contractor's control, the amount of payment to the Contractor will be determined by actual miles mowed.
 - b. Should the contractor fail to meet the thirty (30) workable day requirement by their own actions, and the Public Works Director deems necessary, County forces may be used to expedite the completion of the mowing cycle. Payment to the Contractor will be determined by actual miles mowed by the contractor. The mileage mowed by County forces shall be deducted.
 - c. If the quality of work is not satisfactory and is deemed by the Public Works Director that the contractor does not have the ability to correct the quality of work, the contractor will be informed in writing of the termination of the contract. The contractor shall be paid for only the mowed mileage deemed acceptable (See Section L, Paragraph 2).
 - d. The safety aspects of the mowing operation must be followed to ensure the safety of the citizens. If the Public Works Director or his agents feel the safety operation is not adequate, the mowing operation will be halted. When it is deemed that the contractor does not have the ability to operate safely, the contract will be terminated, and the contractor shall be paid for the mowed mileage deemed acceptable. **Please note that safety issues must be addressed immediately.**
2. All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
 - a. The Contractor shall provide all equipment, labor, fuel, and any other materials and incidentals necessary to complete the required work. The Contractor shall be responsible for all maintenance and repair of equipment and the availability, presence, and supervision of all employees.
 - b. The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under Contract.
 - c. The Contractor's mechanical equipment shall be required to mow all accessible areas. Excessive hand labor should not be included in your proposal.
 - d. There shall be no Subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the Department.

- e. It shall be the Contractor's responsibility to ensure that roadside debris does not hamper traffic.
- f. The Contractor shall not allow any debris to be thrown onto the road surface by the mowing equipment or Contractor personnel. If so, it is to be removed immediately.

O. MEASUREMENT

- 1. SAFETY AREA - These areas should consist of areas at intersections and curves that need to be mowed to insure sight clearance, but not if private property may be damaged.
- 2. RIGHT-OF-WAY MOWING - Right-of-way mowing completed and accepted will be measured in miles. The price per mile of right-of-way shall be regardless of the right-of-way width. Right-of-way may be what has been recognized by the County, deeded to the County, and/or currently maintained by the County.

P. COUNTY PUBLIC WORKS ASSISTANCE

- 1. County forces shall police the right-of-way prior to beginning the mowing cycle. County forces shall remove trees, limbs and roadside litter that is found.

In the event additional roadside litter in substantial quantity is found, it is to be removed from the mowing path and County forces informed.
- 2. If an area or portion of road has to be mowed by County forces due to special activities or to solve public complaints and the area or road does not require removing when the contractor enters the area, that mileage will be deducted from the payable mileage.

Q. PAYMENT

Payment for this work, complete and accepted will be made at the Contract Unit Price Per Mile for which payment shall be full compensation for furnishing all materials, all labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the Item.

Payment will be made under:

Right-of-Way Mowing.....Per mile

R. TERMINATION

Either party may terminate this Agreement by providing written notice of the intent to terminate the Agreement 30 days in advance of the expiration date of the current term of the Agreement.

S. TERM

This Agreement shall commence on January 1, 2011. The initial term of this Agreement shall end on December 31, 2011 and shall be automatically renewed annually for an additional five years if mutually agreeable to both parties.

Thomas County Right of Way Mowing BID SHEET

As stated in the specifications, original certificates of insurance must be provided to the Thomas County Board of Commissioners for a minimum of \$1,000,000.00 general liability and Georgia workers compensation insurance as required by Georgia state law.

Upon acceptance of the bid, the contractor will be notified. The contract between Thomas County Board of Commissioners and the contractor will be executed within seven days of award. The awarded contractor will be notified of the tentative start date by April 1, 2011, with the work to begin in seven days.

TO: The Thomas County Board of Commissioners: I submit the following bid for a one (1) year contract to mow the County's right-of-ways, understanding that the contract **may be** renewed every January, not to exceed five years under the same terms and conditions.

Mileage Per Cycle	Cost per mile	Annual total cost	Five Year Total Cost
358.06± (4 Cycles = 1,432.24 miles)			

Payment terms: 14 days upon receipt of invoice with 'work approved' from Public Works Director

Company: _____

Address: _____ **City/State/Zip:** _____

Contact person: _____ **Telephone:** _____

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) _____

Name Printed: _____ **Title:** _____ **Date:** _____