



**Nuisance Abatement Services**

City of Riverside,  
Ohio 45431

September 6, 2019

Owner Contact: City of Riverside  
Tamara Ennist  
Zoning Administrator  
(937) 233-1801  
tennist@riversideoh.gov



PROJECT INFORMATION

PROJECT TITLE: **NUISANCE ABATEMENT SERVICES**  
RIVERSIDE, OHIO 45431

OWNER: CITY OF RIVERSIDE  
5200 SPRINGFIELD STREET, SUITE 100  
RIVERSIDE, OHIO 45431

PROJECT MANAGER: TAMARA ENNIST  
CITY OF RIVERSIDE  
5200 SPRINGFIELD STREET, SUITE 100  
RIVERSIDE, OHIO 45431

BID SUBMITALS DUE: **October 11, 2019 at 12 pm (Noon)**

BID OPENING and SELECTION:

**OCTOBER 18, 2019 at 12:00 pm (Noon)**  
CITY OF RIVERSIDE  
COUNCIL CHAMBERS  
5200 SPRINGFIELD STREET, SUITE 100  
RIVERSIDE, OHIO 45431

QUESTIONS ATTENTION OF:

TAMARA ENNIST  
CITY OF RIVERSIDE  
5200 SPRINGFIELD STREET, SUITE 100  
RIVERSIDE, OHIO 45431  
937-233-1801 x-280  
tennist@riversideoh.gov

## INFORMATION FOR BIDDERS

### 1. INTRODUCTION

- a. The City of Riverside is requesting proposals for **Nuisance Abatement Services** from qualified service providers for the landscape maintenance of private properties within the City that have failed to maintain their landscaping in accordance with the City's Codified Ordinances. In addition to general landscaping improvements, the City of Riverside also intends to contract for debris removal and other nuisance abatement services on privately owned properties. Proposals are requested for the City of Riverside, Ohio in accordance with the Specifications and Contract Documents as prepared by the CITY OF RIVERSIDE.
- b. Riverside is a city in Montgomery County, Ohio, United States. The 2018 Census estimates the population as 25,151 with a total area of 9.72 square miles and approximately 11,000 Parcels in total. It is part of the Dayton Metropolitan Statistical Area.
- c. The service provider will be expected to provide a wide range of abatement and maintenance services either directly or indirectly. These services include but are not limited to:
  - i. Lawn Mowing
  - ii. Trash and Debris Removal
  - iii. Securing and Boarding of vacant and abandoned Buildings/Structures
  - iv. Lot Clearing/ Small Tree and Brush Removal
  - v. General Exterior House Maintenance
  - vi. Minor Demolition

More specific descriptions of the requirements for each of the above noted services and procedures for working with the City of Riverside are outlined in **SCOPE OF WORK**.

The firm must demonstrate its ability to deliver very competitive rates for the above noted services. All contracts will be administered and paid for by the proponent – the City wishes to be billed biweekly on an all-inclusive basis for normal maintenance services.

### 2. PROPOSALS

- a. The enclosed statement of Bidder's Qualifications is to be submitted with the proposal.
- b. Form: Each Proposal shall be made on the printed forms contained herein, and included as one of the Contract Documents, and shall be submitted in a sealed envelope identified as “**NUISANCE ABATEMENT SERVICES**” and have the full name and address of Bidder.

- c. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless requested. Oral proposals or modifications will not be considered.
- d. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that THEIR Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt for Proposals shall be returned to the Bidder unopened.
- e. Withdrawal: Any Bidder may withdraw his Proposal, either personally or by email or written request, at any time prior to the scheduled closing time for receipt of Proposals.
- f. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
- g. Examination of Contract Documents and Visit to Site: Before submitting a Proposal, Bidders shall carefully read the Specifications and other Contract Documents and have an understanding that submission of said Proposal will be construed as an acknowledgment that the Bidder fully and thoroughly understands the conditions and difficulties of the work to be performed.
- h. Award or Rejection: The Contract will be awarded to the lowest, responsive best qualified Bidder complying with these instructions and with the Advertisement. The City reserves the right to reject any or all bids or to waive any formality or technicality in any bid, and/or to accept any portion or portions of any bid in the interest of the City. The city reserves the right to evaluate lowest and best bids based on a combination of the base bid and alternates that are to be awarded at the time of award. No Bidder may withdraw his Proposal for a period of sixty (60) calendar days after the date of opening thereof.
- i. Because the City of Riverside is subject to the provisions of the Ohio Public Records Act, the City cannot guarantee that any information provided to the City can or will be held in confidence.
- j. Unless otherwise requested in writing, a proponent must not contact or communicate with any elected or appointed officer or employee of the City other than Ms. Tamara Ennist, Zoning Administrator, in relation to the proposal prior to the award of such proposal as outlined herein. Any such communication will result in disqualification of the proposal from further consideration.
- k. The City makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained or referred to in this Request for Proposal. Each bidder is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Request for Proposal and to prepare and submit their proposal. The City will not be responsible for any loss, damages or expenses incurred by a bidder as a result of any inaccuracy or incompleteness by proponents in response to this Request for Proposal, or as a result of any misunderstanding or misinterpretation of the terms of this Request for Proposal by any proponent.

- I. The City of Riverside reserves the right to reject any or all proposals in accordance with Riverside Ordinance Section 139.08. The lowest proposal may not necessarily be accepted. Council will consider the factors set forth in Section 139.07(2) in selection of the proposal deemed to be the lowest, responsive and best. The proponent acknowledges the City's rights under this clause and absolutely waives any right of action against the City concerning the City's failure to accept its proposal or any proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to budget funds being available, as well as the approval of the City Council or alternatively the employee of the City having authority to accept the proposal.

### **3. INTERPRETATION OF DOCUMENTS**

- a. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, or finds discrepancies in or omissions from the plans or specifications, he may submit to the owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the addendum will be emailed or delivered to each person receiving a set of the contract documents. The City will not be responsible for any other explanations or interpretations of the contract documents.

### **4. ADDENDA**

- a. Any addenda issued during the time of bidding, or forming a part of the contract documents shall be covered in the proposal, and shall be made a part of the contract. receipt of each addendum shall be acknowledged in the proposal.

### **5. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm, or corporation shall be allowed to make, file or to be interested in more than one (1) proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation, who has submitted a sub-proposal to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

### **6. STATEMENT OF NON-COLLUSION**

- a. In submitting this bid, the bidder affirms that the bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Riverside or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

## **7. CONTRACTOR'S LIABILITY INSURANCE**

- a. The contractor shall procure and maintain at his own expense, during the life of this contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) calendar day's prior notice to the City in writing. The liability insurance required is as follows:
  - i. Contractor's general public liability and property damage insurance issued to the contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under this contract, whether such operations be made by himself or by any subcontractor under him, or anyone directly or indirectly employed by the contractor or by a subcontractor under him.

## **8. WORKERS' COMPENSATION INSURANCE**

- a. The contractor shall procure and shall maintain during the life of this contract, workers' compensation and employers liability insurance (including Ohio Stop Gap Liability) for all of his employees engaged in work under this contract, and in case any such work is sublet, the contractor shall require the subcontractor to provide insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the contractor's insurance.

## **9. TIME TO COMPLETE CONTRACT**

- a. Work must be performed within seven (7) consecutive days from receipt of the work order, beginning the day after notification and including Saturday and Sunday. Invoices for mowing and/or cleanup must be emailed, delivered or faxed to the City of Riverside within two weeks of performing the work. Work on authorized private properties shall be performed during the hours of 7:30 AM to 7:30 PM, seven days per week.

\*\*\* END OF SECTION \*\*\*



## SCOPE OF WORK

### 1. **Lawn Mowing**

All grass must be mowed to a height not to exceed 3 inches. Excess clippings may need to be bagged. There shall be no visible clippings or clumps left on the surface of the lawn, in landscaping, flower beds, sidewalk, driveway, or street after cutting. The majority of lots in Riverside can be mowed within one (1) hour. Any garbage, trash, or litter on lawn areas shall be picked up prior to mowing.

### 2. **Trash and Debris Removal**

All junk and debris removed at the request of the City shall be disposed in a manner compliant with all local, state and federal laws.

### 3. **Securing and Boarding of vacant and abandoned Buildings/Structures**

All windows, doors, and openings must be sealed with exterior grade material with a finished or prefinished face such as T1-11, SmartSide Strand Panel Siding or similar.

### 4. **Lot Clearing; Small Tree and Brush Removal**

All brush and small trees (6 inches or less in diameter) may need to be removed from vacant lots or abandon properties at the request of the City.

### 5. **House Maintenance**

Examples of House maintenance are; minor siding repair, gutter and downspout repair, painting, minor roof repairs (tarping large holes, individual shingle replacement, repair/replace flashing).

### 6. **Minor Demolition**

Minor demolition examples are; playsets, tree houses, utility/garden sheds without foundations, temporary shelters, shanties, patio covers, etc.

### 7. **Invoice Reporting and Payments**

The scope of work outlined in each work order shall be fully completed before the contractor can submit invoices. The contractor shall submit invoices within two weeks of performing the work. The invoice shall be on company letterhead and provide the total of the invoice, and a breakdown of charges, by address. The following shall also be provided:

- a. Description of the work performed
- b. Dates for work performed
- c. Number of company hours on the job, included prorated hours
- d. Total cost of mowing
- e. Invoices should include properties that require no work upon arrival
- f. Any receipts or invoices incurred and billed to the City
- g. Since the cost for cleaning properties by City contractors are eventually billed to property owners. To avoid disputes over actual work performed, we require a minimum of one (1) digital photograph of the front, rear and side yards shall be taken prior to mowing and upon completion. Digital photograph file name shall contain the date and address/ location. Digital photographs may be emailed or brought in on a CD to the City when invoices are submitted. Any invoices submitted without the photographic documentation will not be paid.

**8. Timeframe for Performance of Work**

Work must be performed within seven (7) consecutive days from receipt of the work order, beginning the day after notification and including Saturday and Sunday. Invoices for mowing and/or cleanup must be emailed, delivered or faxed to the City of Riverside within two weeks of performing the work. Work on authorized private properties shall be performed during the hours of 7:30 AM to 7:30 PM, seven days per week.

**9. Equipment Required**

In order to provide the services listed, the following equipment or similar may be required:

20" or greater Walk behind push mower  
42" or greater Zero Turn riding mower  
Self-powered (gas or electric) Leaf Blower  
Chain Saw 16" Bar or greater  
Trailer capable of hauling 3 cubic yards and 4000 lbs. of debris  
Truck capable of towing Trailer  
Commercial grade String line yard trimmer  
Trailer to haul lawn equipment  
Basic yard tools (rake, shovel, pruners, lopper, shears, saws, etc.)  
Basic home improvement/construction tools (hammer, cordless driver, circular saw, snips, shears, Reciprocating saw, etc.)

Please include with your proposal, a list of any additional equipment your company owns and will use to perform the work you are bidding.



**BID FORM**

Submit Bids To: City of Riverside  
Attn: Ms. Tamara Ennist  
5200 SPRINGFIELD STREET, SUITE 100  
RIVERSIDE, OHIO 45431

Bids are due by **October 11, 2019 at 12:00 pm (Noon)**.

The undersigned hereby declares that they are the only entity interested in the bid, that it is made without any connection with any other person or firm making bid for the same contract, that the bid is fair and without collusion of fraud.

The undersigned hereby declares that he has carefully examined the plans and specifications and will provide all labor, machinery, tools, apparatus and other means of construction and do all the work and furnish all materials called for to complete requested tasks and duties for the following sum:

**BASE BID**

**PROPOSAL (hourly cost & equipment to use):**

**The process below is based on per company hour\* NOT per man-hour. The prices shall be based on the number of hours or fraction of an hour on the job regardless of the number of workers on the job.**

General Mowing: \$\_\_\_\_\_ Hourly charge (per company hour\*)

Heavy Duty Cutter: \$\_\_\_\_\_ Hourly charge (per company hour\*)  
(i.e. thick brush removal)

Cleanup Services: \$\_\_\_\_\_ Hourly charge (per company hour\*)  
(i.e. debris removal)

Board up Services \$\_\_\_\_\_ Hourly charge (per company hour\*)  
(residential/commercial)

Small Scale Demolition \$\_\_\_\_\_ Hourly charge (per company hour\*)  
(Sheds and play structures)

**\*Company Hour:** The actual time in hours from arrival to departure at any one job regardless of the number of workers assigned to the job. The contractor shall prorate all work performed based on the hourly rate.

**Please include a list the equipment your company will use to perform the work you are bidding:**

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**OPTION TO RENEW:**

The City of Riverside shall have the option to renew this contract for an additional season at the same prices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**SEASONAL OR YEAR-ROUND SERVICES:**

The services being offered will be either seasonal or year-round. Seasonal services are geared toward the removal of vegetation, including grass and weeds, during growing season when noxious weeds and vegetation become major issues. Year-round services include, in addition to grass cutting services, debris removal and other activities, such as fencing off vacant lots, boarding up vacant homes and minor repair work (i.e. repairing broken fences).

Mowing Season Services \_\_\_\_\_ Year-Round \_\_\_\_\_

If necessary, provide a more detailed explanation of the types of services your company can provide:

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By signing below, the contractor is acknowledging that they have carefully read and understand this request for quotation and will provide services and meet the conditions set forth herein if awarded a contract. The undersigned (signatory) represents and warrants that he/she has full and complete authority to submit this quotation to the City and to enter into a contract if this quotation is accepted.

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COMPANY (Please Print)

BY (Signature)

DATE

---

STREET ADDRESS (Please Print)

NAME (Please Print)

---

CITY, STATE, ZIP CODE

TITLE

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TELEPHONE

E-MAIL ADDRESS

Please provide a list of customers for whom you have performed similar services:

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NAME	COMPANY	ADDRESS	TELEPHONE #
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NAME	COMPANY	ADDRESS	TELEPHONE #
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NAME	COMPANY	ADDRESS	TELEPHONE #
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NAME	COMPANY	ADDRESS	TELEPHONE #
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**CITY OF RIVERSIDE**

**ADDENDUMS**

**Nuisance Abatement Services**

Riverside, Ohio 45431

This addendum amends or modifies the Bid Documents and Specifications

dated \_\_\_\_\_, 2019 as prepared by:

CITY OF RIVERSIDE

**NOTE: BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THEIR BID PROPOSAL.**

**This addendum consists of the following:**

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Company Name

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Date

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Signature of Receipt

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder upon request of City of Riverside or if your company has not previously been awarded a contract by City of Riverside). All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit additional information if he so desires.

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. When Organized? \_\_\_\_\_
4. If a corporation, where incorporated? \_\_\_\_\_
5. General character of work performed in the past.  
\_\_\_\_\_
6. Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you ever defaulted on a contract? If so, where and why?  
\_\_\_\_\_
8. Experience in work of a nature similar to this project?  
\_\_\_\_\_
9. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by City of Riverside in verification of recitals comprising this statement of Bidder's Qualifications.



I hereby certify that the answers to the foregoing statements attached hereto including any supplemental data, are true and correct to the best of my knowledge.

SIGNATURES:

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

WITNESSES:

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

STATE OF OHIO

(\_\_\_\_\_) SS:  
COUNTY OF (\_\_\_\_\_)

Sworn to before me and subscribed in my presence the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Ohio

My commission expires:

\_\_\_\_\_

\*\*\* END OF SECTION \*\*\*



**AGREEMENT**

1. **THIS AGREEMENT**, made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE CITY OF RIVERSIDE, OHIO** hereinafter called the OWNER, \_\_\_\_\_ hereinafter called the CONTRACTOR,

WITNESSETH, that whereas the OWNER intends to complete the **NUISANCE ABATEMENT SERVICES** project, hereinafter called the **PROJECT**, in accordance with the Specifications and other Contract Documents prepared by the **CITY OF RIVERSIDE, OHIO**.

NOW, THEREFORE, The OWNER **and** CONTRACTOR for the considerations hereinafter set forth, agree as follows:

2. **THE CONTRACTOR AGREES** to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required of the Project, in strict compliance with the Contract Documents herein, which are hereby made a part of the Contract.
3. **THE OWNER AGREES** to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract amounts determined by the actual quantity of work when multiplied by the unit price bid in the Proposal.
4. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.
5. **MUNICIPAL INCOME TAX:** The contractor hereby agrees to withhold all City income tax assessments due or payable to the City for wages, salaries, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due.

Prior to commencement of work, each contractor shall contact the City Income Tax Division to establish an account number and furnish such information as may be required. Each contractor shall comply with all ordinances of the City pertaining to Municipal Income Taxation. Failure to comply with the required provisions will be cause for the City to withhold payment for work or services performed until such compliance has been effected.

6. **DURATION AND RENEWAL OF CONTRACT:** This contract shall be for services for the period beginning October \_\_, 2019 and expire on December 31, 2020. The OWNER may renew annually or rebid for services with 30 days' notice of expiration to the CONTRACTOR
7. **SPECIAL PROVISIONS:** The Owner and the Contractor mutually agree that the Agreement shall be subject to the following Special Provisions, which shall supersede other conflicting provisions of this Agreement:

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**8. IN WITNESS WHEREOF**, the Parties have made and executed this Agreement, the day and year first above written.

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_

Mark Carpenter  
City Manager

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_

Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\*\*\* END OF SECTION \*\*\*



**CERTIFICATE OF DIRECTOR OF FINANCE AND CERTIFICATE OF LEGALITY**

**1.1 DIRECTOR OF FINANCE:** It is hereby certified that the amount of money required to meet the foregoing Contract with\_\_\_\_\_.

CONTRACTOR, has been lawfully appropriated, authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the appropriate fund, free from any obligation or certification now outstanding.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

DIRECTOR OF FINANCE

**1.2 LEGALITY:** I hereby approve the form and correctness of the foregoing Contract.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

LAW DIRECTOR

\*\*\* END OF SECTION \*\*\*



**NOTICE OF AWARD AND TO PROCEED**

**PROJECT: NUISANCE ABATEMENT SERVICES**

The OWNER has considered the Bid submitted by you for the above referenced PROJECT in response to its Advertisement for Bids dated **September** \_\_\_\_\_, **2019** and Information to Bidders.

You are hereby notified that your Bid has been accepted for items outlined in the BID FORM

You are hereby notified to commence WORK in accordance with the Agreement immediately after the execution of this NOTICE TO PROCEED.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
City of Riverside

\_\_\_\_\_  
By  
City Manager  
\_\_\_\_\_  
Title

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD AND TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, **2019**.

\_\_\_\_\_

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

\*\*\* END OF SECTION \*\*\*