

Berrysburg Borough

Contract Specifications for Lawn Mowing and Maintenance of the Borough Square

It is the intent of the Borough to contract for mowing and maintenance services for the Borough Square areas in accordance with the following specifications.

Bid Submission Due Date: Any and all bids to be considered must be sealed, submitted and received by the Borough Secretary by 7:00 pm on April 8^h, 2019 before the start of the regularly scheduled borough council meeting.

1. General Description of Required Mowing and Maintenance

Work by the contractor will primarily consists of general lawn maintenance such as: grass mowing, sidewalk and curb edging, hedge and shrubbery trimming/pruning and the complete clean-up, removal and disposal of all landscape debris; including but not limited to cuttings, leaves, tree branches, and trash. Clean-up includes removing or cleaning debris off the sidewalks and from along the specified curb areas.

2. Contract Period

The length of contract shall be for approximately seven (7) months, beginning with the 4th week of April and ending by the last week of November.

3. General Bid Specifications and Conditions

- A. Inspection of Location:** Before submitting a bid, bidders shall be held to examine all locations specified herein where the work is to be performed, and shall become satisfied as to the existing conditions that may affect the work under this contract which the contractor shall be obliged to operate,. No allowances shall be made in this connection on behalf of the bidder and or contract, for any negligence on their part.

- B. Insurance Requirements:** The contractor must provide to the borough an insurance certificate **before any work for the borough may begin**. All insurance policies and certificates must include an endorsement providing (10) ten days prior written notice to the borough of cancellation or reduction of insurance coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until proof that new insurance coverage is in force.

C. Insurance Coverage Shall Be:

Comprehensive General Liability:

Bodily injury - each occurrence \$1,000,000.00

Bodily injury - aggregate \$1,000,000.00

Property damage - each occurrence \$1,000,000.00

Or combined single limit \$1,000,000.00

Umbrella excess liability \$1,000,000.00

D. Bid Award: Upon notification of the contract award by the Borough, the contractor shall submit to the Borough's designated representative, any and all documentation as may be requested or required hereunder. Upon documentation receipt and subsequent approval by the borough, the contract administrator will contact the contractor and inform them when they may proceed with work. **E. Award Criteria:** Responsiveness to bid specifications and cost.

F. Contract Administrator: The Borough President shall be contract administrator henceforth referred to as the Administrator. The administrator will audit billings, approve payments, oversee schedules, and generally be responsible for the overseeing of contract.

G. Contractor Status: The contractor and his/her employees at all times shall be considered as an independent contractor and not as Borough employees. As an independent contractor, the contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor shall the contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the borough.

H. Cancellation Option: The Borough reserves the right to cancel the contract by giving thirty (30) days written notice to the contractor. If cancellation is for default of contract due to non-performance the contract may be cancelled without notice. The contractor may cancel the contract by giving the borough thirty (30) days written notice of such intention. All notices are effective upon the date of mailing.

I. Extras: Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence.

J. Protection of Persons and Property: The contractor shall be responsible for protecting from injury all persons who may be in, around or near the area while the contractor or his employees are working. The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the work is being done.

K. Accidents: Any accidents on the premises shall be reported to the Administrator.

4. Scope of Work and Separation of Responsibilities

- A. Contractor Shall Furnish:** All transportation, all equipment and all necessary supplies including but not restricted to: mowers, trimmers, edgers, blowers, spreaders, sprayers and hand tools, etc. The contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks described here within, in a favorable manner. The mowing equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any ways rips grass or damages turf shall not be allowed to operate under this contract. All equipment will be of such type so that the height of cut can be adjusted to a minimum of 2 inches and a maximum of 4 inches. The contractor shall have enough equipment and personnel to complete each mowing cycle sufficiently as per contract requirements.
- B.** Under no circumstance shall the Borough be responsible for any theft, vandalism, or any damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.
- C.** Unless otherwise requested by the Borough no mowing or cleanups shall be conducted on Sundays or designated national holidays.

5. Square Mowing and Maintenance Areas

The Square of Berrysburg consists of the four (4) corner grass areas adjacent to the intersection of State Routes (SR) 25 and 225 and four (4) grass islands on the north side of SR 25, both east and west of the square along East and West Park Avenues'. See attached map for areas marked in green.

6. Technical Specifications

1) Mowing

1. Grass shall not be mowed when wet.
2. Grass shall not be allowed to exceed the height of (5) inches or more, and shall be mowed to a minimum height of (2) inches.

2) Grass Trimming

1. Grass shall be trimmed around all fixed objects, shrubbery and trees. Extreme care shall be used to prevent damage or injury to any fixed objects, shrubbery or trees.

3) Edging

1. Edging shall be done along sidewalks and curb areas every second mowing.
2. Edging shall be no wider than one (1) inch from edge of sidewalk to lawn surface.
3. All edging debris shall be removed from sidewalks and curb areas and disposed of at the contractor's expense.

4) Shrubbery / Hedges Pruning and Trimming

1. Hedges and Shrubbery shall be properly pruned or trimmed uniformly to preserve their original shapes and outlines.

5) Mulching of Hedge Areas

1. Existing mulched areas around the hedges shall be re-mulched with a sufficient amount of fresh mulch used to cover the old mulch with a uniform depth of three (3) inches.

6) Curb Areas to Be Cleaned

1. Curbs along both sides of SR 225 from S. First to N. First Streets.
2. Curbs along both sides of SR 25 at the square.
3. Curbs along the north side of SR 25 around the grass islands along both East and West Park Avenues from N. Pine to N. Chestnut Streets.
4. Curbs along both sides of Maple Street to and including to N. First Street.

7. Method of Payment

1. The completed work shall be paid monthly.
2. Invoices are due by the first (1st) of each month and shall be paid by the 15th of said month, which shall be payment in full for all labor, equipment, and material's required to satisfactory complete the work described therein.
3. The contractor shall furnish an invoice in duplicate.

4. The first payment will not be made until there is proof of insurance and the contractor has filled out a W-9 form. The contractor shall have named harmless and indemnify the Borough of Berrysburg and all its officers, agents, and employees against any and all claims for damages to public or private property and for injuries to persons arising out of and during the project and to the completion of work.

8. Final Terms and Conditions

The undersigned, as bidder, declares that he/she familiarized him/herself with the location of the proposed work and the conditions under which it must be constructed. The bidder has also carefully examined the documents and specifications, which he/she understands and accepts as sufficient for the purpose of completing said work and agrees that he/she will contact the Borough of Berrysburg to furnish labor, materials, tools, and equipment necessary to do all the work specified. The agreement is the only agreement between parties. The parties have not agreed either verbally or written to any other terms or conditions not contained in this document. The Borough reserves the right to accept or reject any and all bids.

Borough Contact Information

The Borough of Berrysburg
135 N. Chestnut Street
P.O. Box 213
Berrysburg, PA 17005

Borough Secretary, Diane Kennedy 717-692-5643
Borough President, Lahn Kopp 717-283-7936
Borough Mayor, Michael Ward 717-911-1114

BOROUGH OF BERRYSBURG 2019 LAWN MOWING AND MAINTENANCE BID

Standard Mowing and Clean-up:

Shall consist of the mowing of all the designated grass areas, trimming of weeds, weeding the mulched areas around the shrubbery, edging the sidewalks and curbs as previously prescribe in the Technical Specifications and a general clean-up, removal and disposal of all landscape debris; including but not limited to cuttings, leaves, tree branches, and trash. Clean-up includes cleaning debris off the sidewalks and from along the specified curb areas. Henceforth to be referred to generally as Mowing.

PRICE PER MOWING _____

Spring Clean-up:

Shall be done after the approval and initiation of the awarded contract and shall consist of a complete clean- up, removal and disposal of all landscape debris; including but not limited to cuttings, leaves, tree branches, and trash. Clean-up includes cleaning debris off the sidewalks and from along the specified curb areas. It shall also include the trimming/pruning of shrubbery and hedges as needed and the mulching of the areas surrounding the same as previously prescribe in the Technical Specifications and the price of the mulch required.

PRICE SPRING CLEAN-UP _____

Summer Clean-up:

Shall be complete before the forth (4th) week of July, prior to the scheduled fire company carnival parade. Clean-up includes the removal and disposal of all landscape debris; including but not limited to cuttings, leaves, tree branches, and trash. Clean-up also includes cleaning debris off the sidewalks and from along the specified curb areas. It shall also include the trimming/pruning of shrubbery and hedges as needed.

PRICE SUMMER CLEAN-UP _____

Fall Clean-up:

Shall be complete by the third (3rd) Thursday of November to accommodate the holiday decorating of the square. Clean-up includes the removal and disposal of all landscape debris; including but not limited to cuttings, leaves, tree branches, and trash. Clean-up also includes cleaning debris off the sidewalks and from along the specified curb areas. It shall also include the trimming/pruning of shrubbery and hedges as needed.

PRICE FALL CLEAN-UP _____

Name:

Date:

Contact Info:

Berrysburg Square

Mowing & Maintenance Areas Shown in Green

