

**BOROUGH OF ELIZABETHTOWN
GENERAL TURF MOWING AND TRIMMING SERVICES MAINTENANCE
CONTRACT**

Elizabethtown Borough (Borough) is requesting proposals for general turf mowing and trimming services. The awarded Contractor (Contractor) will perform the following services:

Overview:

The Contractor is to provide general turf mowing and trimming services for the Borough's designated public park lands, designated public building grounds, and designated roadsides/public rights-of-way. The Contractor is expected to provide all supervision, labor, equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the general turf mowing and trimming services. All bids shall be submitted electronically (aroda@etownonline.com) or hand delivered to Ann Roda at 600 South Hanover Street, Elizabethtown PA 17022. Bids will be accepted until 3:00 p.m. on Thursday, March 11, 2021.

All questions about the meaning or intent of the bidding documents are to be submitted in writing via email to aroda@etownonline.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda. Addenda will be posted to the Elizabethtown Borough's website on the Request for Proposals and Bids webpage. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

TURF MOWING and TRIMMING PERFORMANCE SERVICE STANDARDS

The following performance service standards will be utilized by the appropriate Borough Contract Representative to evaluate the turf mowing and trimming services provided by the Contractor.

1. Borough Contract Representatives

- a. Ann Roda, Assistant Borough Manager (aroda@etownonline.com)
- b. Jeff Kinsey, Public Works Director (jkinsey@etownonline.com)
Telephone 717-367-1700; FAX 717-367-6800

2. Contractor

The Contractor must furnish sufficient labor, equipment, supplies, and other resources to perform mowing and trimming of all areas specified in this contract approximately twice per month, unless otherwise indicated, during the mowing season.

3. Contract Period

The contract for the general turf mowing and trimming services maintenance contract must be for the mowing season over a three-year period (2021—2022—2023). The "mowing season" is defined as a seven (7) month period beginning on or about April 1st, and ending on

or about October 31st of the same calendar year, with the actual dates being weather dependent.

4. Work Days and Work Hours

All mowing and trimming can be completed Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. Work cannot be completed on weekends (Saturday and Sunday) and/or holidays unless written permission is provided by the Borough. Mowing required on Saturday, Sunday, or on a holiday will be at the regular contract price.

If the Contractor cannot perform his/her duties under this contract due to illness, vacation or other reasons (except adverse weather), it is the Contractor's responsibility to notify the Borough immediately in writing. The Borough reserves the right to require the Contractor to secure a subcontractor to perform the Contractor's work, as long as the substituting contractor is acceptable to the Borough.

5. Contractor Personnel—Clothing

All Contractor personnel must wear appropriate clothing and must remain fully clothed while performing services.

6. Contractor Personnel—Behavior

All Contractor personnel must be courteous to the general public, acting at all times in a respectable manner, while performing services in or around public parklands, public buildings, schools, and roadways. Under no circumstances will Contractor personnel yell, shout, or call out to patrons/residents, or engage in suggestive comments, gestures or lascivious behavior while performing services.

7. Frequency of Mowing/Trimming

It is estimated that between April 1 and October 31 the properties under this contract will require mowing/trimming approximately twice per month with the exception of the Train Station and Community Park where mowing/trimming should occur weekly. Services may begin prior to or be necessary following these suggested dates of season commencement and closure upon authorization by the Borough.

8. Litter Collection

Litter must be collected prior to each mowing. "Litter" must mean twigs, paper, cans, bottles, and/or other discarded debris or materials.

- a. The litter collected must not be deposited in trash receptacles located at the location, and under no circumstances will the Contractor deposit in the receptacles in the Borough's parks.
- b. Contractor personnel must transport and deposit the litter to a location specified by the Borough for this purpose.
- c. Contractor must not include in the disposal any oil, waste materials or other debris resulting from the operation of its equipment.

9. Mowing/Grass Cutting

- a. Grass must be cut at a height of three (3) inches.

- b. Contractor may be requested to mow on specified days set forth by the Borough. The Borough reserves the right to request the selective mowing of properties due to excessive or substandard growth in any given area.
- c. Mowing in the parks must be done at the earliest hour practical as to not inconvenience the public utilizing the parks during the day.
- d. In areas where the grass has been cut and windrows are established, it will be the responsibility of the Contractor to recut the area to redistribute the cuttings. All mowing must be done in such a manner as not to cause rutting or turf kill (brown out).

10. Trimming

All trimming in a mowed area must be done upon completion of mowing in the area.

- a. Trimming of grass must be performed at each mowing so that no grass directly touches any buildings, curbed roads or medians, drives, concrete or asphalt surfaces, play equipment, picnic tables, benches, fences, water fountains, or other structures.
- b. Trimmings of grass must be swept or blown off all hard-surfaced areas.
- c. Grass around trees and shrubs must be kept trimmed, but must be maintained at the same mowing height as the rest of the grass in the area covered under the contract. Shrubs or trees must not be trimmed at any time by the Contractor.
- d. Trimming must not damage, gouged or cause divots around tree trunks, buildings and sidewalks.

11. Contractor Performance

During the progress of the contract, if it becomes apparent that the Contractor is unable to perform the work in accordance with the contract specifications, he/she will acquire additional supplies, equipment, and/or personnel as may be required by the Borough to ensure that the work is accomplished in accordance with contract specifications.

- a. If any service under this contract is not in conformity with the requirements of the contract, the Contractor is required to perform the services again; such services must be performed within twenty-four (24) hours, without additional cost to the Borough.
- b. In the event the Contractor fails to perform the services again, and to take necessary steps to ensure future performance in accordance with the contract requirements, the Borough must have the right to have the services performed in conformity with the contract requirements and charge the Contractor for all costs, direct and indirect, incurred by the Borough in procuring such services.
- c. The contractor will not be entitled to payment for extra work beyond the scope of the contract which has not been previously approved, in writing, by the Borough.
- d. The Borough reserves the right to terminate the contract with cause.

12. Safety Specifications

- a. Contractor personnel must operate all equipment on Borough streets and public grounds in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- b. Contractor must provide all equipment training for his/her personnel and ensure that the appropriate safety personal protective equipment is worn when performing services outlined in the contract.

13. Damage to Trees, Shrubs, Floral or Cultivated Vegetation

Damage must be defined as a result of contact with the Contractor's equipment or other aspects of the Contractor's operations. The Contractor must notify the Borough of any damage that results from his/her operations on the day he/she first notices such damage.

- a. All tree and shrub damage will be computed using replacement cost values up to and including the full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- b. All floral or cultivated vegetation damage will be computed using replacement cost values.
- c. All sod damaged due to rutting by the Contractor's equipment will be computed using replacement cost values.
- d. The Borough may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

14. Damage to Borough/Other Property

The Contractor must be responsible for damage to any Borough, school, or private property, facilities, or structures damaged as a result of his/her operations. The Contractor must notify the appropriate Borough Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. The Borough will determine the nature and extent of Contractor's damage, and will decide the timeframe, method of repair or replacement, and/or monetary restitution required.
- b. The Borough may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

15. Vandalism

In the event the Contractor discovers vandalism to a location, the Contractor will immediately notify the Borough and the Police and must remain onsite until someone arrives to investigate. If the Contractor's personnel do not have access to a communications device to notify the Borough and the Police, the Contractor's personnel will notify those entities as soon as possible after completing the contract work.

16. Primary Mowing and Trimming Locations (See attached maps)

- a. Willowood Park Land
Stream banks must be maintained to allow grass and other natural growth cover to protect from stream bank erosion. Large weeds and thick brush must be managed to allow this growth.
- b. Community Park
Stream bank from South Mount Joy Street to the first pedestrian bridge must be maintained and mowed. The Contractor must mow and trim the park areas from North Cherry Alley to South Mount Joy Street. The Borough will maintain the park land from South Mount Joy Street to South Chestnut Street. The Borough will maintain the pedestrian and bicycle pathway extending from South Chestnut Street to the Elizabethtown Area School District property line.

- c. Hickory Lane Park
Do not mow or trim the stream banks along the creek in this area. Stream banks must be maintained to allow grass and other natural growth cover to protect from stream bank erosion. Large weeds and thick brush must be managed to allow this growth.
- d. 450 Radio Road
- e. Pedestrian and Bicycle Pathway from Conoy Creek to the Train Station
- f. Elizabethtown Train Station
- g. 25 South Wilson Avenue
- h. 101 E. Plum Street, Public Works Garage
- i. 810 South Market Street, Public Works Facility
- j. 56 N. Market Street
This property will include trimming of hedges.
- k. Vacant Lot, 40 N Peace Alley
This property is located on W. Hummelstown St, between N Poplar and N Maple St. The stream banks along the creek in this area. Stream banks must be maintained to allow grass and other natural growth cover to protect from stream bank erosion. Large weeds and thick brush must be managed to allow this growth.
- l. Miscellaneous properties with Code Violations
For the miscellaneous properties with code violations the borough's Code Enforcement staff will contact the contractor directly. He/She will explain the specifics needed at the property and the timeframe for completion. These properties may require cleaning and disposing of debris prior to mowing and trimming being completed. The number of properties and frequency of work will vary each year.

17. Miscellaneous Work

All respondents to this RFP must provide a per-hour rate for the mowing season each year for additional mowing and/or trimming that may arise on an as-needed basis

18. Rejection/Acceptance of Proposals

The Borough reserves the right to reject any or all proposals. All respondents will be notified following award of the contract.

The Borough reserves the right to accept a proposal which is not the lowest cost, to waive informalities, irregularities or other deficiencies, and to accept a proposal which does not conform strictly to the requirements of this RFP. The Borough will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

GENERAL SERVICE PROCEDURES

The following general service requirements will remain in effect during the contract:

1. Billing Procedures

The Contractor must specify on the invoice or bill the specific date(s) and times the work was performed for each location that was mowed/trimmed.

- a. Invoices or bills for payment must be submitted by the first (1st) Friday of the month.
- b. The Borough will review the billing and process the invoice for payment.
- c. Restoration payment will be deducted from the total due to the Contractor for damage to trees, shrubs, floral or cultivated vegetation, or damage to Borough/other property.
- d. The Borough is tax exempt, and the Contractor must not charge the Borough sales tax.
- e. Invoices approved for payment are generally paid on the third Friday each month following approval by Elizabethtown Borough Council. If the Contractor's invoice is received after the bill list is prepared for Borough Council, payment will be delayed until the following month. Due to this procedural review requiring Borough Council approval, the Borough will not pay late charges for balance due.
- f. No invoice must be submitted for less than a full location mowed or trimmed.
- g. Miscellaneous properties with Code Violations must be invoiced separately.

2. Insurance

A Certificate of Insurance must be provided by the Contractor prior to the issuance of the contract and must be maintained throughout the life of the contract. Other requirements are as follows:

- a. Statutory Workers' Compensation limits as required by the Commonwealth of Pennsylvania
- b. Elizabethtown Borough named as an "Additional Insured" on the Contractor's Commercial General Liability, Automotive Liability, and Comprehensive Bodily Injury & Property Damage Combined policies.
- c. Should subcontractor(s) be utilized for any portion of this contract, the Contractor must include subcontractor(s) under its insurance policies, or Contractor must furnish separate certificates and endorsements for each subcontractor.

3. Contractor's Personnel

Employees hired to perform any or all portions of this contract must be paid by the Contractor in accordance with the laws of the Commonwealth of Pennsylvania and must provide Workmen's Compensation and other statutory benefits to comply with the laws of the Commonwealth and/or federal laws.

4. Indemnification and Hold Harmless

In the performance of this Contract, the Contractor must be deemed to be an independent contractor, and must agree to indemnify, defend and hold harmless the Borough, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and, further, for all expenses for litigation arising from any such claim. If any litigation on account of such claims must be commenced against the

Borough, its employees or representatives, the Contractor, upon notice thereof from the Borough, must defend the same at its own cost and expense; and the record of any judgment rendered against the Borough on account of such claims for damages must be conclusive as against the Contractor, and entitle the Borough to recover the full amount thereof, with interest and costs and attorney fees incurred by the Borough and right of action therefore must accrue to the Borough as soon as judgment must have been rendered, whether the Contractor must have paid the amount or not.

Name/Title

Attest

Company Name

Address

Phone/E-mail

Date

ACCEPTANCE (To be completed by municipality only in the event the above proposal is accepted.)

Date

Municipal Representative

Attest

Title

Title

(SEAL)