

VILLAGE OF NEWARK

VILLAGE PARKS AND PROPERTIES

Invitation for Bids Contractual Mowing 2023

BID SPECIFICATIONS



Invitation for Bids



Invitation for Bids, December, 2022

The Village of Newark will accept sealed bids for providing lawn mowing, leaf and debris removal and spring clean-up for the various Village Parks and properties until 12:00 pm, January 31, 2023, at which time they will be publicly opened and read aloud. Bids must be received in an envelope marked "Mowing Bids – Village Parks and Properties" at the Village of Newark Office located at 100 East Miller Street, Newark, NY 14513.

The Invitation for Bids document may be examined at the Village of Newark Office at the above address between 8:00 am to 5:00 pm. You may also view the document at the Village's website at www.villageofnewark.com. The Village reserves the right to waive any informality or to reject any or all bids.

All communications regarding this Invitation for Bids should be directed to;

Bob Hutteman, PE
Superintendent of Public Works
100 East Miller Street
Newark, NY 14513
rhutteman@villageofnewark.com

To be considered, each contractor/individual must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the Invitation for Bids with their bid packet. The bid form must be signed.

The Village will award the contract to the lowest responsible and qualified bidder.

Every effort will be made to adhere to the following schedule:

- | | |
|--------------------------------------|--------------------------------|
| ●Distribute & Post Invitation to Bid | December 23, 2022 |
| ●Bid Submission Deadline | January 31, 2023 (by 12:00 PM) |
| ●Contract Award | February 24, 2023 |

END OF INVITATION TO BIDS



Bid Terms and Conditions

1. All bids shall remain open for thirty (30) days after day of the Bid Opening.
2. The Village: i) reserves the right to reject any or all bids; ii) may waive any irregularity in the bids if in the Village's best interest; iii) shall award the bid based upon its determination of the lowest responsible and qualified bidder.
3. Insurance. The successful contractor shall not commence operations, and/or labor to complete this project until certificates of insurance are provided with the coverage described below.
 - a. Commercial General Liability Insurance: Bodily Injury or Death/Property Damage: \$1,000,000 occurrence/\$2,000,000 aggregate
 - b. Comprehensive Automobile and Truck Liability (Owner-Leased-Non-Owned & Hired) Bodily Injury or Death / Property Damage \$1,000,000 Combined Single Limit (each accident)
 - c. Worker's Compensation Insurance – State (Statutory & Employer's Liability (\$1,000,000)
4. Contract Execution. The bidder to whom the contract is awarded shall enter into a written contract with the Village within 15 days of Notice of Award. Failure to execute a contract will be considered abandonment of the award and the Village shall have no further obligation to the bidder.
5. Contract Period. This contract will commence on March 1, 2023 and end on December 31, 2023. The Village may exercise the option to annually renew the contract for two additional years, (2024 and 2025).
6. The Contractor must inform themselves, by personal examination of these specifications and locations of the proposed work and by such other means as they may select.
7. The Village of Newark will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, character, or location or other conditions.
8. The contract price shall cover the cost of furnishing all of said services, materials, equipment and labor to the satisfaction of the Village to provide all of the work as stated in the bid specifications.



Invitation for Bids, December, 2022

9. All work will be carried out in the best standards of the trade in a good workmanship manner.
10. The Contractor will carry out the work on a routine and schedule basis as required by the bid specifications.
11. The Contractor must receive the approval of the Village to vary from any part of the bid specifications.
12. The Contractor shall not require contact from the Village to render services as stated in the bid specifications. However, the Contractor shall notify the Village before he begins and ends each mowing. The dates of each mowing and location shall be stated on each monthly invoice.
13. The Contractor shall supply all equipment necessary to comply with the bid specifications. The Village reserves the right to deny the Contractor the use of equipment that the Village believes may be detrimental to the maintenance of the parks and various properties.
14. The Village reserves the right to stop the work covered by the bid specifications and the contract at any time they deem the Contractor to be unable or incapable of performing the work to the Village's satisfaction. If the Contractor is unable or incapable of performing the work, the Village shall have the right to arrange for the completion of the work in such a manner as they may deem advisable. If the cost thereof exceeds the amount of the contract, the Contractor shall be liable to the Village for any excess cost on account thereof.
15. The Contractor agrees that without expense to the Village, he will procure and will maintain during the period for the contract insurance of all kinds and in the amounts stated in the bid specifications with insurance companies authorized to do such business in the State of New York covering all operations under this bid proposal and contract.
16. The Contractor hereby agrees to assume all responsibility in the performance of services covered by this agreement and shall be solely responsible and answerable in damages for any claim resulting therefrom, and hereby expressly covenants and agrees to indemnify and hold harmless, the Village of Newark from any and all claims, suits, acts, damages and costs of every nature and description arising out of or relating to the performance of the services covered by this agreement.



Invitation for Bids, December, 2022

17. The undersigned (if a corporation) certifies that it is duly authorized to do business in the state of New York.
18. The Village reserves the right to reduce the contract by terminating services for any specific site after award of the contract
19. The work as stated in these bid specifications is not subject to NYS Prevailing Wage requirements.
20. The Village of Newark may elect to award a second mowing contract. The second contract will be for on-call mowing services for each of the 16 sites listed in this invitation for bids. The on-call services will be utilized if the successful low bidder cannot meet the specifications stating that each site is to be mowed weekly. The Village will award the on-call contract to the bidder that has the lowest cumulative total of the cost per mowing for the 16 sites. The successful low bidder for the annual mowing contract is excluded from being award the on-call contract.

END OF BID TERMS AND CONDITIONS



Contract Period and Renewal

1. The term of the contract shall be effective March 1, 2023, through December 31, 2023. Contract is to be renewable on an annual basis for two additional years. January 1st through December 31st 2024 and January 1st through December 31st, 2025. The contract shall to be renewable upon mutual agreement by both parties.
2. The successful bidder shall not cancel this agreement between March 1st and December 31st of each year. The successful bidder shall only be allowed to cancel the contract by selecting not to renew the contract for each of the two additional renewal years. Written notice shall be given to the Village of Newark between January 1st and January 15th of each year if the successful low bidder chooses not to renew the contract.
3. This agreement may be canceled by the Village of Newark by giving sixty (60) days' notice in writing to the successful bidder. In the event of failure of the successful bidder to comply with the terms of this agreement or should the bidder fail, in the judgement of the Village, to justify payment hereinbefore provided, then in any such events, the Village may terminate this agreement with ten (10) days' notice.
4. No contract is enforceable until all necessary approvals have been obtained.

END OF CONTRACT PERIOD AND RENEWAL



Detailed Specifications

1. Lawn Mowing

- a. Mow all grass and trim curbing, edges of sidewalks, perimeters of buildings, trees, utility poles, fence lines etc.
- b. All string trimming and edging to walkways, sidewalks and curbing shall be perpendicular to result in a clean straight edge when finished.
- c. Each location shall be mowed weekly at a minimum. The grass and weed stem height shall be maintained between 4.5" and 2.5". If needed, the Contractor shall mow twice per week to maintain the required grass height.
- d. Any turf damage from zero-turn mowers shall be repaired after each mowing.
- e. All liter and debris shall be picked up prior to each mowing and disposed of properly.
- f. After each mowing, rake or power blow to remove grass clumping and leaves.
- g. Paved areas, sidewalks, walkways, buildings, pavilions and fence lines shall be cleared of grass clippings, leaves, branches and twigs and liter after each mowing.
- h. Mowing operations shall be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday.
- i. During Village events in the parks, the Contractor shall relocate or cease his operations to not disturb the event.
- j. No chemical weed or turf killer shall be used.
- k. The perimeter of all ponds and stream banks shall be string trimmed bi-weekly.
- l. The banks of all streams shall be trimmed bi-weekly. The banks shall be trimmed to a level that the vegetation on the stream banks does not extend above the top of bank.
- m. The perimeter fence lines shall be trimmed bi-weekly.
- n. During the fall season, heavy leave drop areas shall be raked and leaves removed prior to mowing. Heavy mulch/leaf build up on the grass surface is not allowed.
- o. During leaf removal, the Contractor will be allowed to place the leaf pile for each location at a spot agreeable to the Village for pick-up by Village forces. Typically, this will be at the curb line or adjacent to a parking area.



Invitation for Bids, December, 2022

2. Spring and Fall Clean-up

- a. Contractor shall pick-up all leaves and small debris from the lawn area and fence lines each spring before the first mowing. Spring clean-up shall start on or about April 1st of each year.
- b. Fall clean-up shall include pick-up of all leaves and small debris from the lawn area and fence lines. The Contractor will not be allowed to “remove” leaves via mulching only. Light mulching of leaves will be allowed. Fall clean-up shall start no earlier than October 1st and needs to be completed no later than December 1st of each year.
- c. All leaves and clean-up debris is to be placed/piled at a Village designated location in each Village Park or Property for the Village staff to pick-up and remove.

END OF DETAILED SPECIFICATIONS



Payments

The Village of Newark will pay approved invoices at their regularly scheduled Board meetings typically held on the third Tuesday of each month. The Contractor shall submit an invoice once a month for the previous month's work to the Village Clerk no later than the first Friday of each month.

For 2023, the Village will make seven (7) equal monthly payments beginning in June of 2023 and ending in December, 2023.

The monthly payment will be determined by dividing the lump sum amount for each year by the corresponding number of months as stated above.

END OF PAYMENTS SECTION



Bid Forms

The Contractor shall submit with his bid the following certification statement, bid form, and non-collusive bidding certification statement.

To the Village of Newark Board of Trustees,

The undersigned, having the proposed contract documents titled;

VILLAGE OF NEWARK

Village Parks and Properties

**Invitation for Bids
Contractual Mowing 2023**

BID SPECIFICATIONS

Must be a landscape contractor / lawn care contractor on a full time basis;

And must be able to provide a list of three references within the last three years;

And having examined the conditions affecting the work, hereby propose and agree to furnish all labor, materials, equipment and appliances, and to perform operations necessary to complete the work as required by the bid specifications.

The undersigned understands and agrees to comply with and be bound by the Bid Terms and Conditions and the bid specifications.

Signature

Date

Printed Name and Title



Bid Form/Signature Page
Contractual Mowing Invitation for Bids, 2023

Locations to be Mowed:	Cost per Mowing	Annual Lump Sum
1. Lincoln Park and Ross Park	_____	_____
2. Central Park	_____	_____
3. Seigrist Street Park	_____	_____
4. Colburn Park	_____	_____
5. Elliott Park	_____	_____
6. Perkins Park	_____	_____
7. T. Spencer Knight Park	_____	_____
8. South Canal Bank	_____	_____
9. East Ave./Church St. Parking lot	_____	_____
10. Community Center	_____	_____
11. Hoffman Field	_____	_____
12. DPW Bldg. & South Field	_____	_____
13. South Hill	_____	_____
14. Route 88 over CSX Bridge	_____	_____
15. Edgett St Park/Canal Trail	_____	_____
16. Village Industrial Park	_____	_____

The Village will determine the low bidder by the total of the annual lump sum amounts for the 16 sites listed above. The cost per mowing amount for each individual site will only be used if the Village requests any additional mowing beyond once a week for any site listed above.



Invitation for Bids, December, 2022

Annual Lump Sum cost for mowing, leaf removal, and weeding of flower beds for Village Parks and Properties;

\$ _____ (in figures, i.e. \$1,234.56)

(Amount written out in text)

Percent Increase in Annual Lump Sum Amount per Renewal _____ %
(Annual Percent Increase applies only to years 2024 and 2025)

By: Name and Title _____
(please print)

Signature _____

Vendor Address _____

Contact _____
(please print)

Phone _____

E-mail _____



Invitation for Bids, December, 2022

**NON-COLLUSIVE BIDDING CERTIFICATION
(See General Municipal Law Section 103-d)**

By submission of this Bid, the BIDDER and each person signing on behalf of the BIDDER, certifies under penalty of perjury that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and
3. No attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit a Bid for the purpose of restricting competition.

The foregoing statement is affirmed as true under penalty of perjury.

NAME: _____

Title: _____

Company Name: _____

Date: _____

S
E
A

L(If no seal, write "No Seal" across this place and sign)

**(This Form Must Be Completed Prior
to the Submission of the Bid)**

Village of Newark Village Parks and Properties Mowing Specifications

VILLAGE PARKS AND PROPERTIES CONTRACTUAL MOWING INVITATION FOR BIDS, 2023

REQUIRED SCOPE OF WORK PER LOCATION

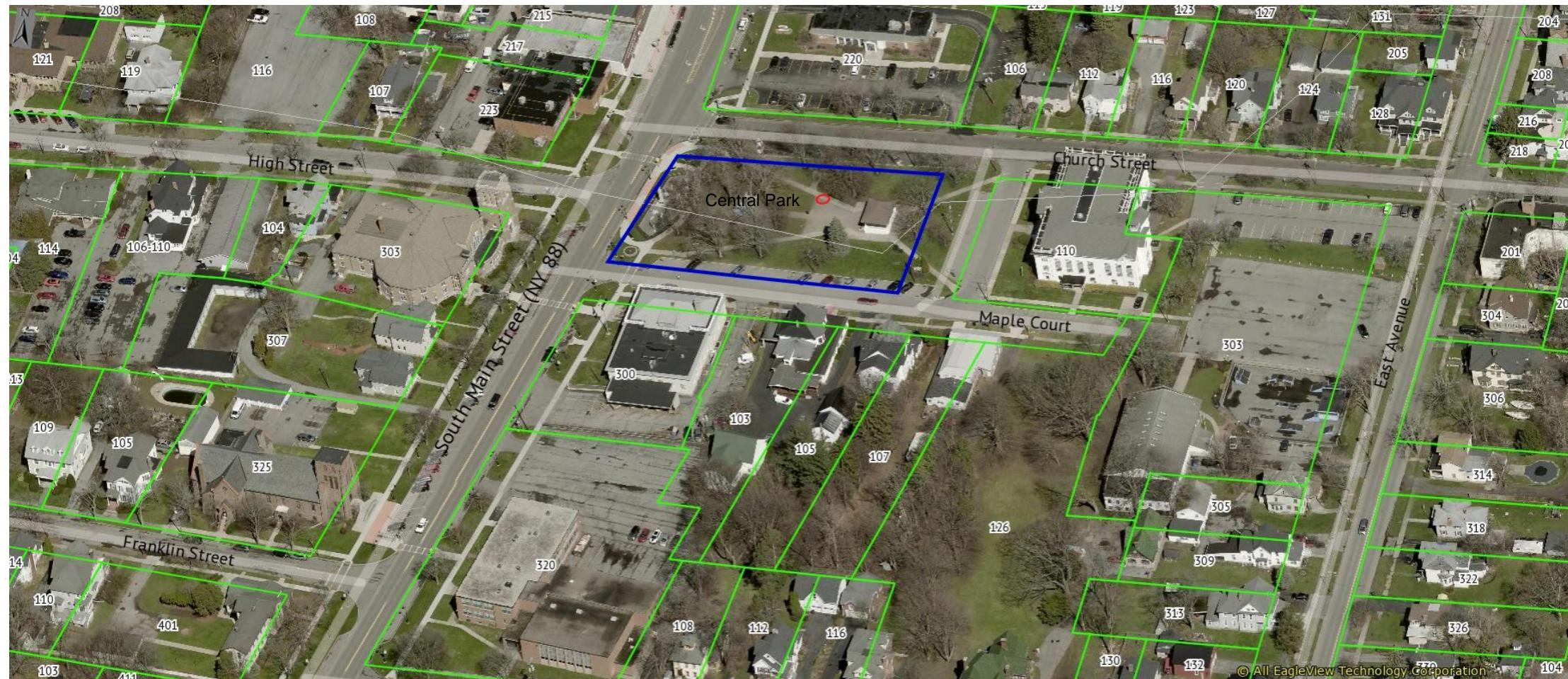
<i>LOCATION</i>	<i>TOTAL AREA (acres)</i>	<i>MINIMUM REQUIRED MOWING FREQUENCY</i>	<i>WEEKLY WEEDING OF FLOWER BEDS</i>	<i>ADDITIONAL SCOPE OF WORK</i>	<i>Weekly Penalty</i>
Lincoln Park and Ross Park	14.19	Weekly	N/A	String trim each side of outfield fence weekly, string trim tennis court fence weekly, Trim/weed under bleachers bi-weekly	\$ 500
Central Park	0.89	Weekly	Yes	Weeding of mulched areas around trees weekly	\$ 200
Seigrist Street Park	0.13	Weekly	N/A	Weeding of playground mulch weekly	\$ 50
Colburn Park	7.37	Weekly	Yes	Weed the two flower beds at driveway entrance weekly, string trim both sides of perimeter fence, mow inside of ballpark from foul lines to fence, string trim each side of ball park fencing. String trim each side of fence around dog kennel	\$ 500
Elliott Park	1.3	Weekly	Yes	String trim fence line at east end up to railroad bridge	\$ 200
Perkins Park	13.19	Weekly	Yes	Weeding of playground mulch weekly, weeding of Gazebo area, mowing of parking area off of Elmwood Ave.	\$ 500
T. Spencer Knight Park	1.20	Weekly	Yes	Mowing and trimming behind northwest wingwall of Route 88 bridge over Canal and each side of Canal trail from bridge to end of gabion stone baskets	\$ 200
South Canal Bank	0.57	Bi-weekly	N/A	This area includes the southwest corner of the Route 88 bridge over the Canal	\$ 300

East Ave / Church St. Parking Lot	0.50	Weekly	N/A	Grass area between lower and upper parking lots and area between sidewalk and curb. Trim along cable guide rail around upper parking lot.	\$ 100
Community Center	0.50	Weekly	Yes	None	\$ 100
Hoffman Field	4.25	Weekly	Yes	String trim each side of outfield fence weekly, Trim/weed under bleachers bi-weekly, weed playground	\$ 500
DPW Building and South Field	2.24 and 5.0	Weekly	N/A	Weed tree pit in front of DPW, Mow stockyard area west of the creek, biweekly. Mow and trim fenced area north of building within fenceline weekly.	\$ 200
South Hill	2.32	Weekly	Yes	Weed flower bed area located at north end	\$ 200
Route 88 over CSX	0.75	Bi-weekly	N/A	Weed flower bed under welcome sign, string trim along guiderail all four corners of the bridge.	\$ 100
Edgett Street Park / Canal Trail	1.00	Weekly	N/A	Mow from Westshore to canal bridge each side of parking area/driveway. Mow canal trail 100 feet east and west of bridge. String trim around stones and light poles, remove all garbage/litter	\$ 250
Industrial Park	2.14	Bi-weekly	N/A	Mow area around detention pond and inside of detention pond to water line	\$ 100

NOTES:

1. Areas provided are total acreage of parcel. Contractor shall be responsible for their own site visit to become familiar with each site.
2. The above summary table is in addition to the specifications contained in this invitation to bid.
3. The weekly penalty will be assessed if the contract does not maintain a weekly mowing schedule. The penalty may be waived by Village when the Village determines a weekly mowing is not required.

Central Park

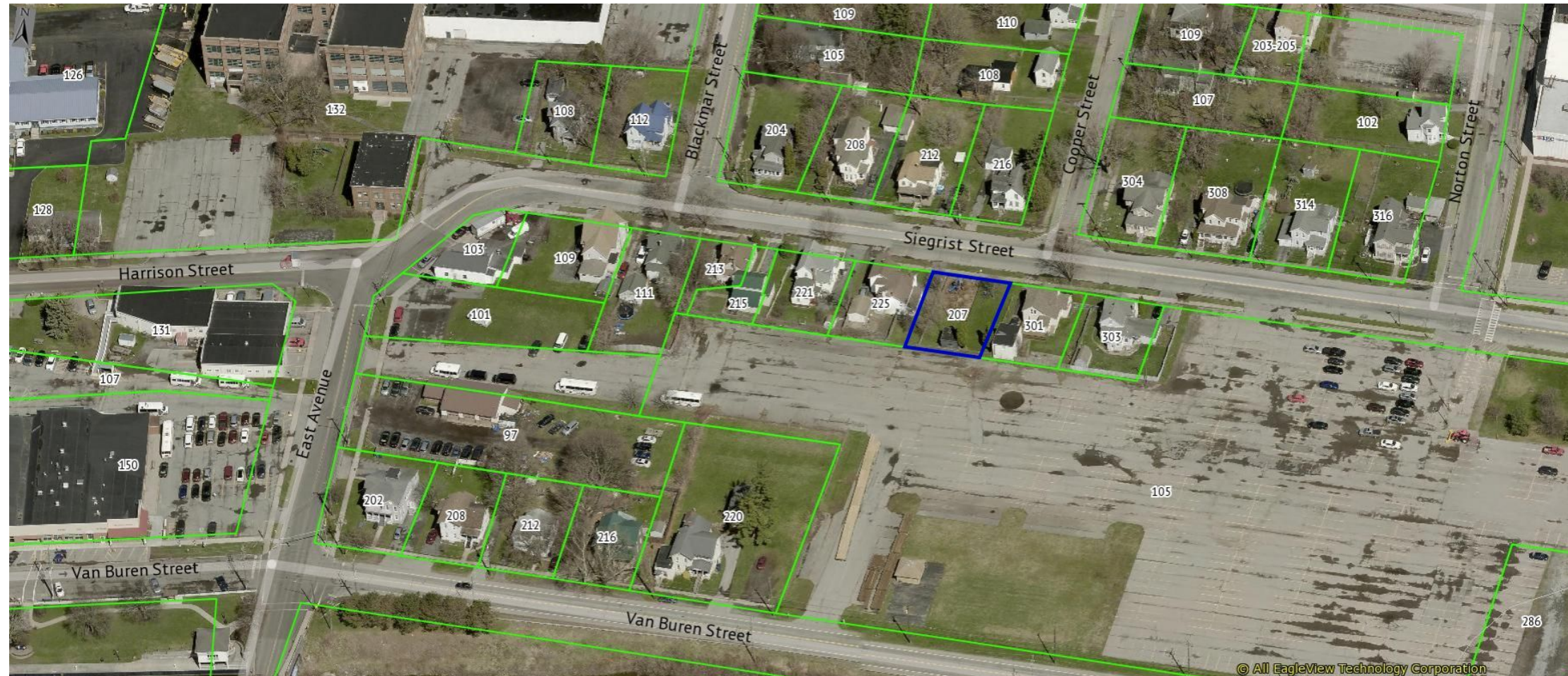


Work Scope

1. Mow lawn and weed flower beds and tree pits weekly.
2. Remove leaves as needed. Pile leaves on Church Street.

04/12/2022

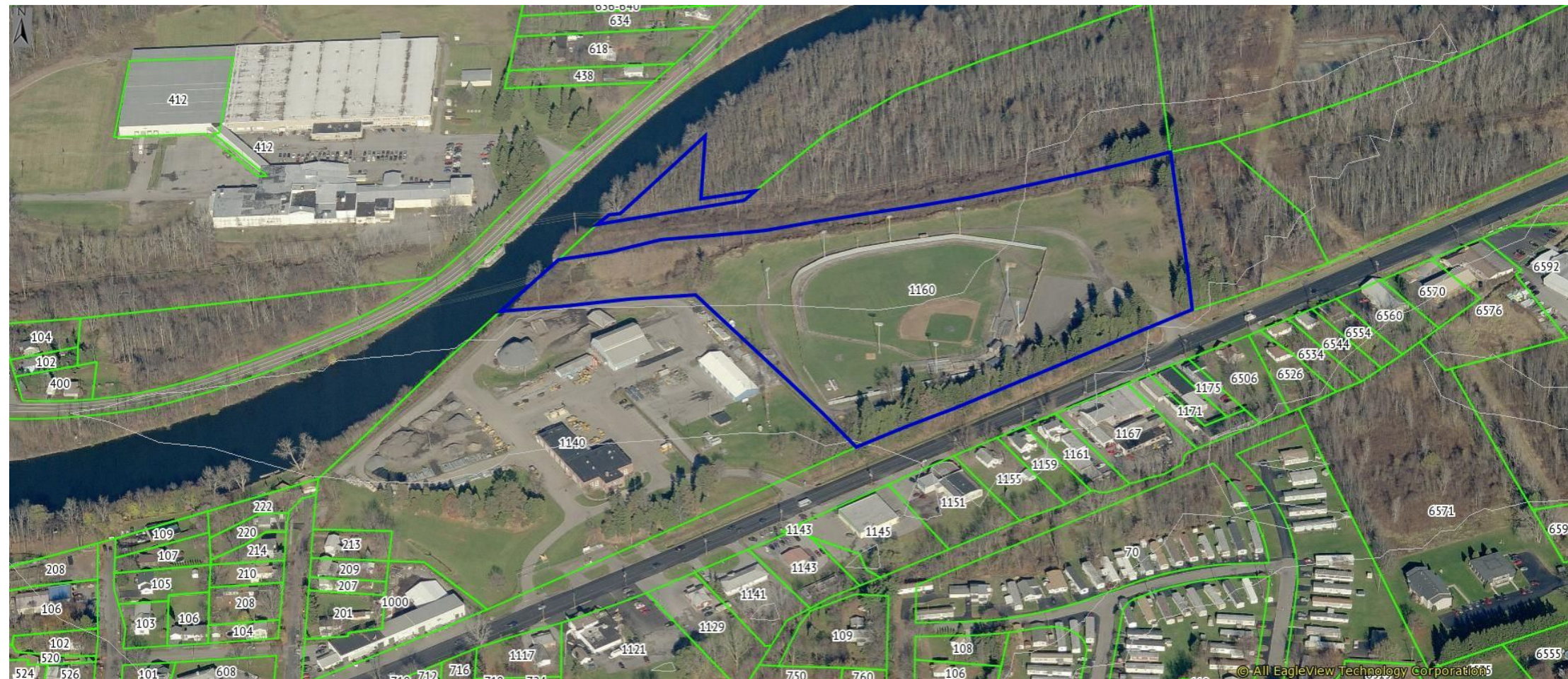
Seigrist Street Park



Scope of Work:

1. Mow lawn and weed playground area weekly.
2. Trim fence line weekly.

Colburn Park

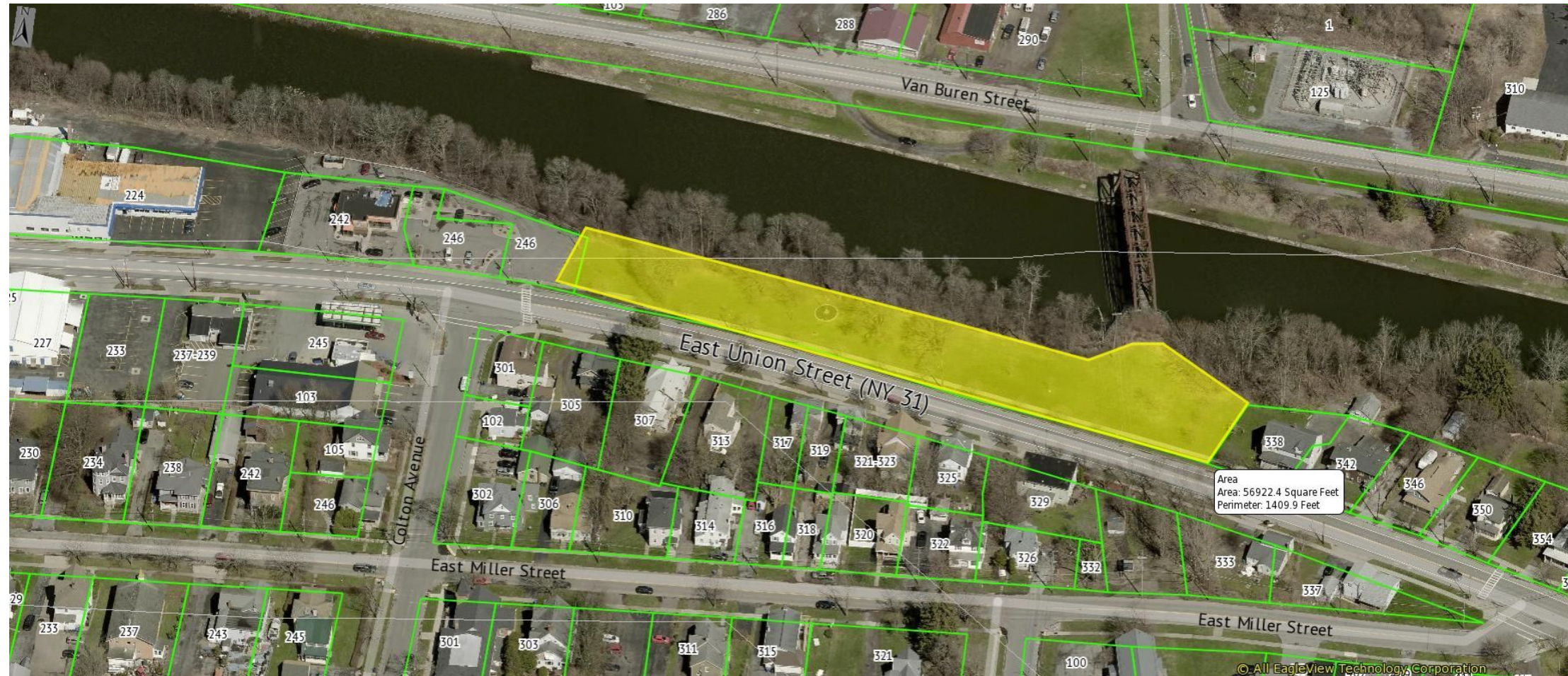


Scope of Work:

1. Mow lawn outside of fence line weekly.
2. Mow area inside fence between perimeter fence and foul lines. Village will mow outfield and infield grass.
3. Weed flower beds at driveway entrance.
4. Mow area inside dog kennel fence.

11/11/2010

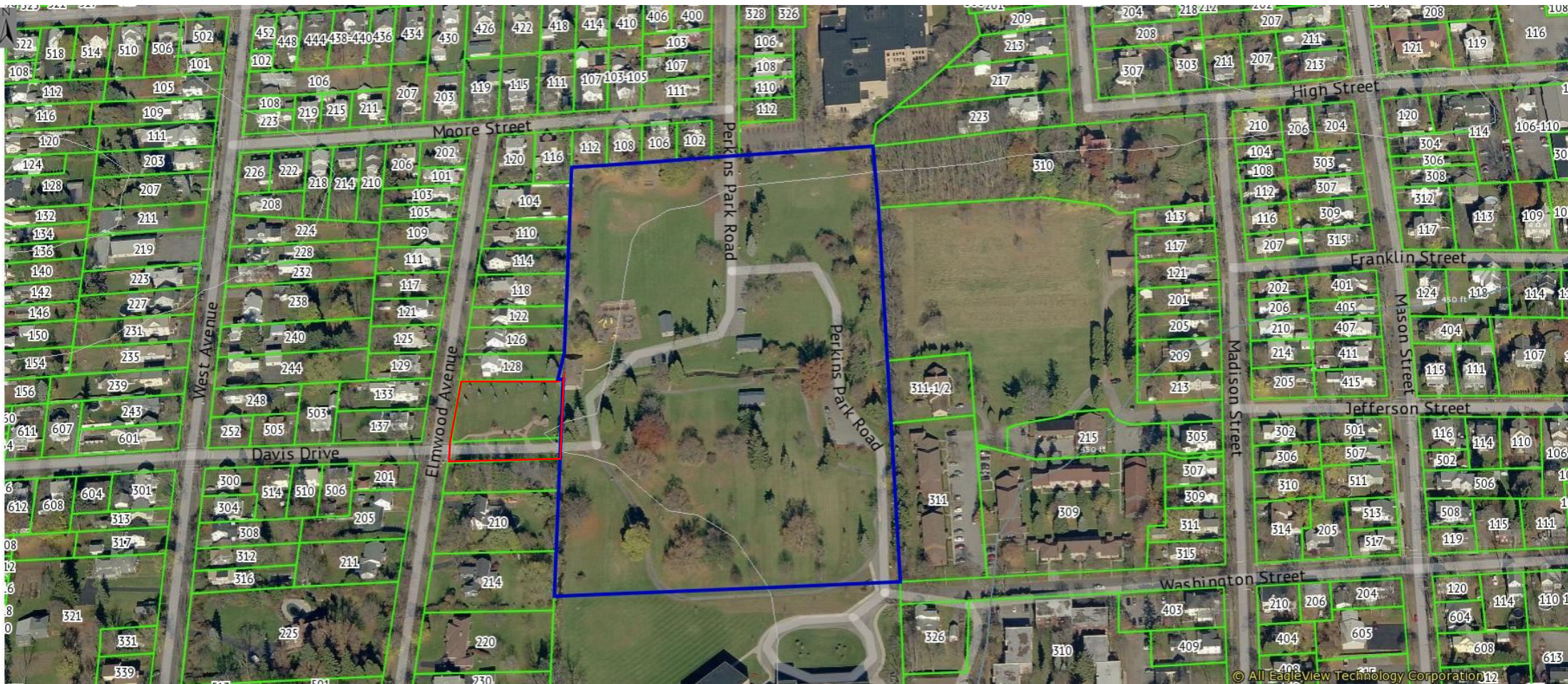
Elliott Park



Scope of Work:

1. Mow and weed flower bed weekly.
2. String trim along fence line on east end of Park.

Perkins Park



Scope of Work:

1. Mow lawn and weed playground weekly.
2. Weed flower beds around gazebo weekly.
3. Trim banks of Military Brook as needed to keep weed height below top of banks.

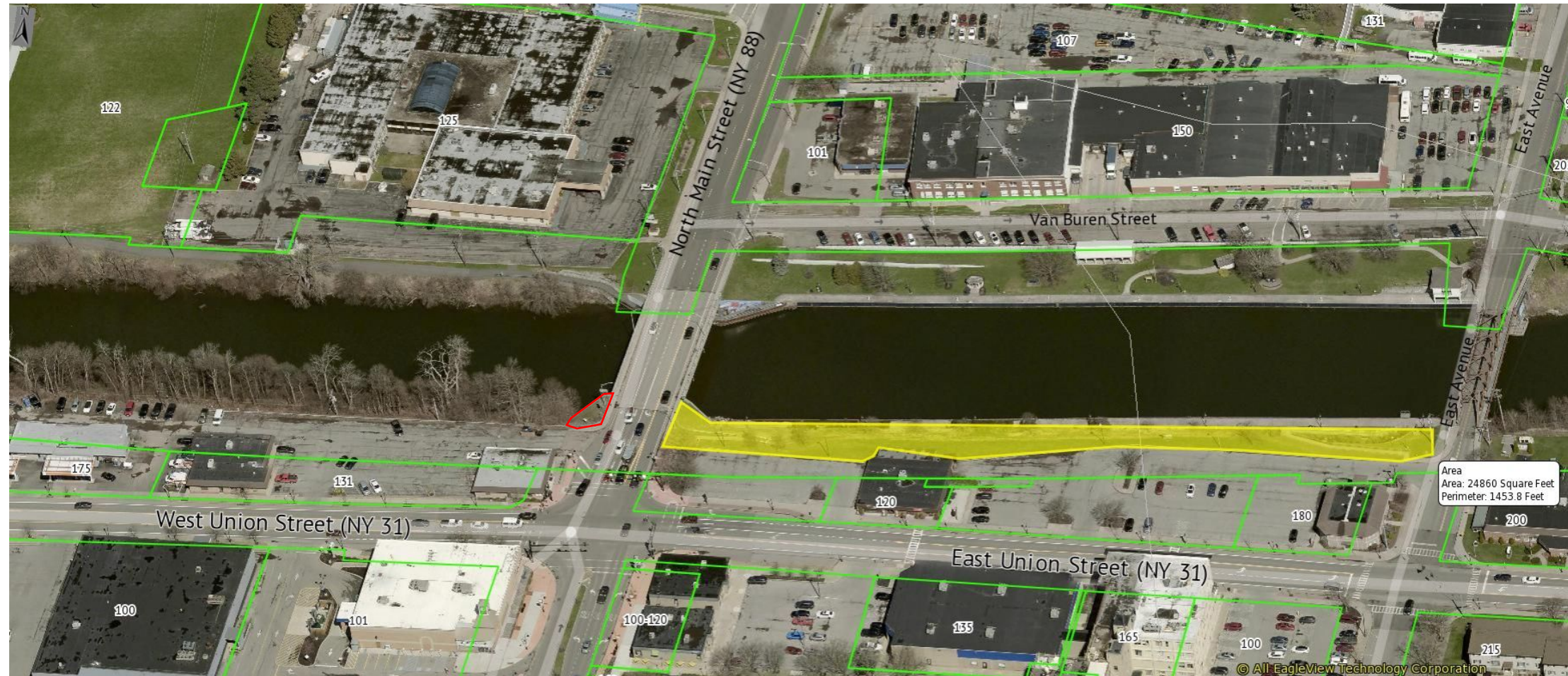
T. Spencer Knight Park



Scope of Work:

1. Mow and weed flower beds and tree pits weekly.
2. Mow and trim Canal Trail west of bridge and behind wingwall.

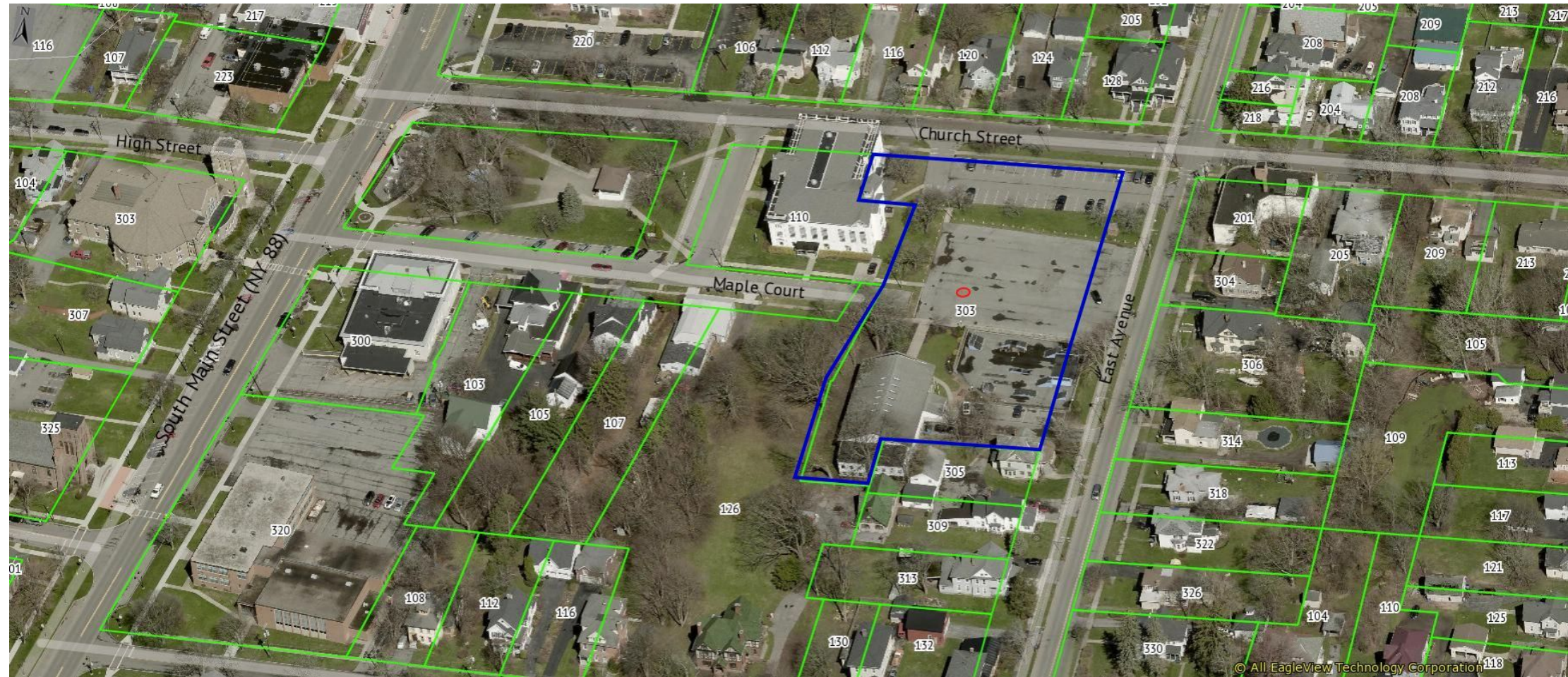
South Canal Bank



Scope of Work:

1. Mow and trim area bi-weekly.
2. Includes southwest corner of bridge over canal.

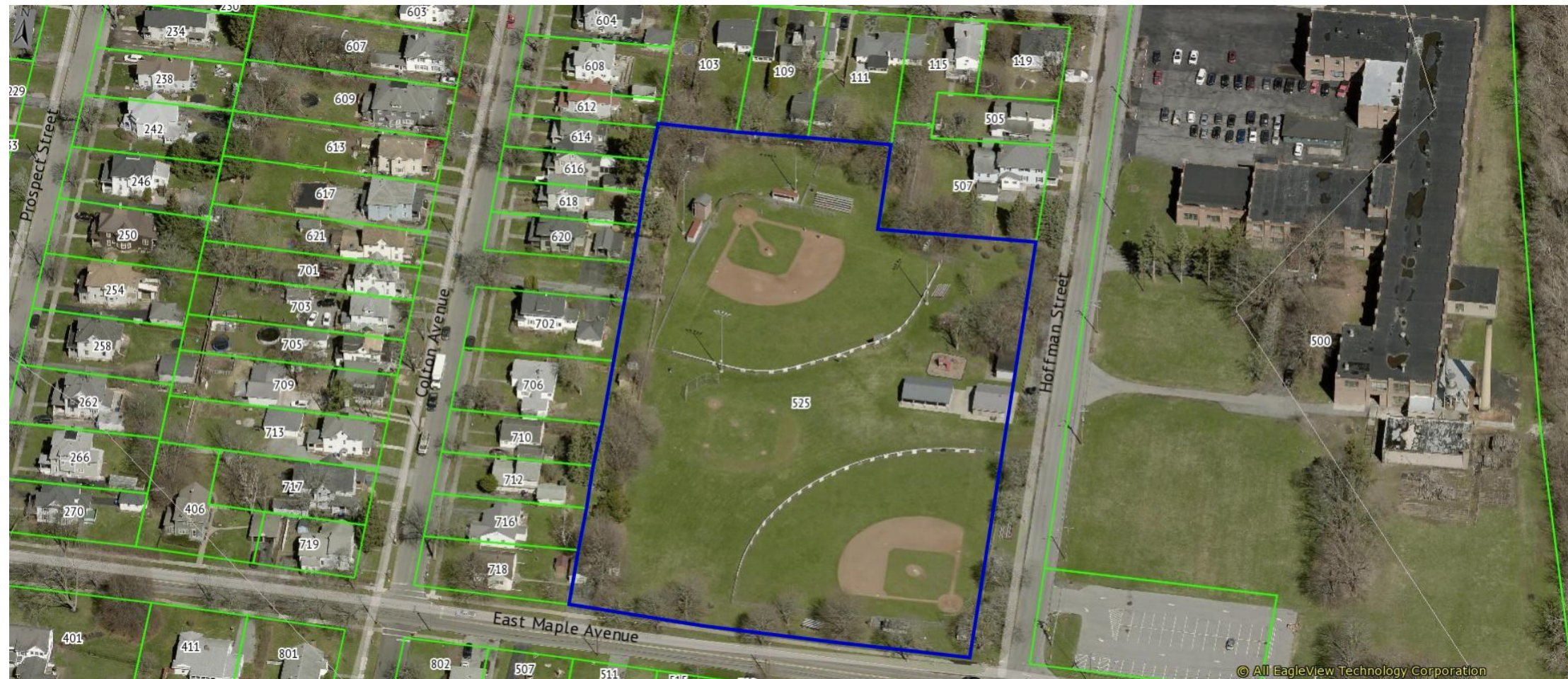
Community Center & East Ave. / Church Street Parking lot



Scope of Work:

1. Mow lawn and weed flower beds weekly.

Hoffman Field

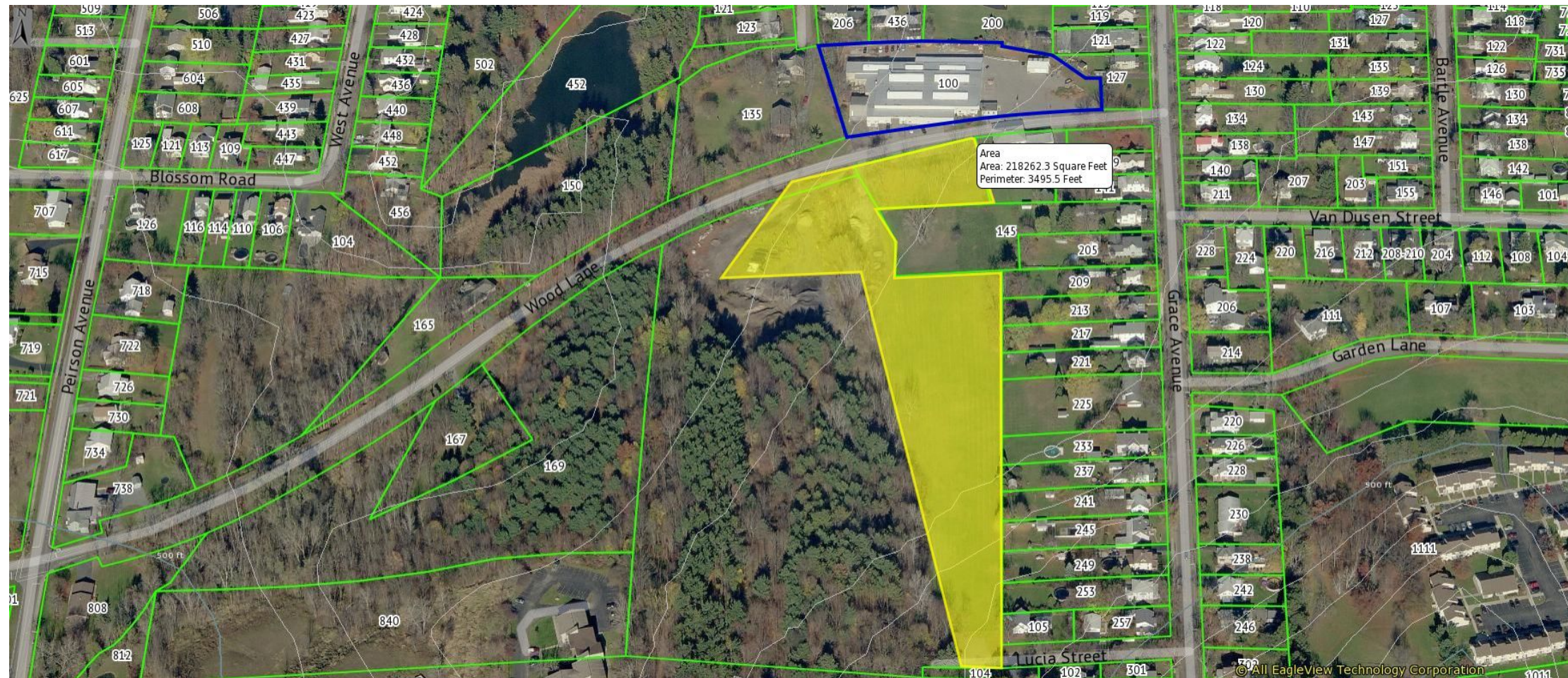


Scope of Work:

1. Mow lawn and weed playground areas weekly.
2. String trim both sides of outfield fence. Village will mow both ball fields within fence lines.
3. Trim/weed under bleachers bi-weekly.

04/12/2022

DPW Bldg. and South Field

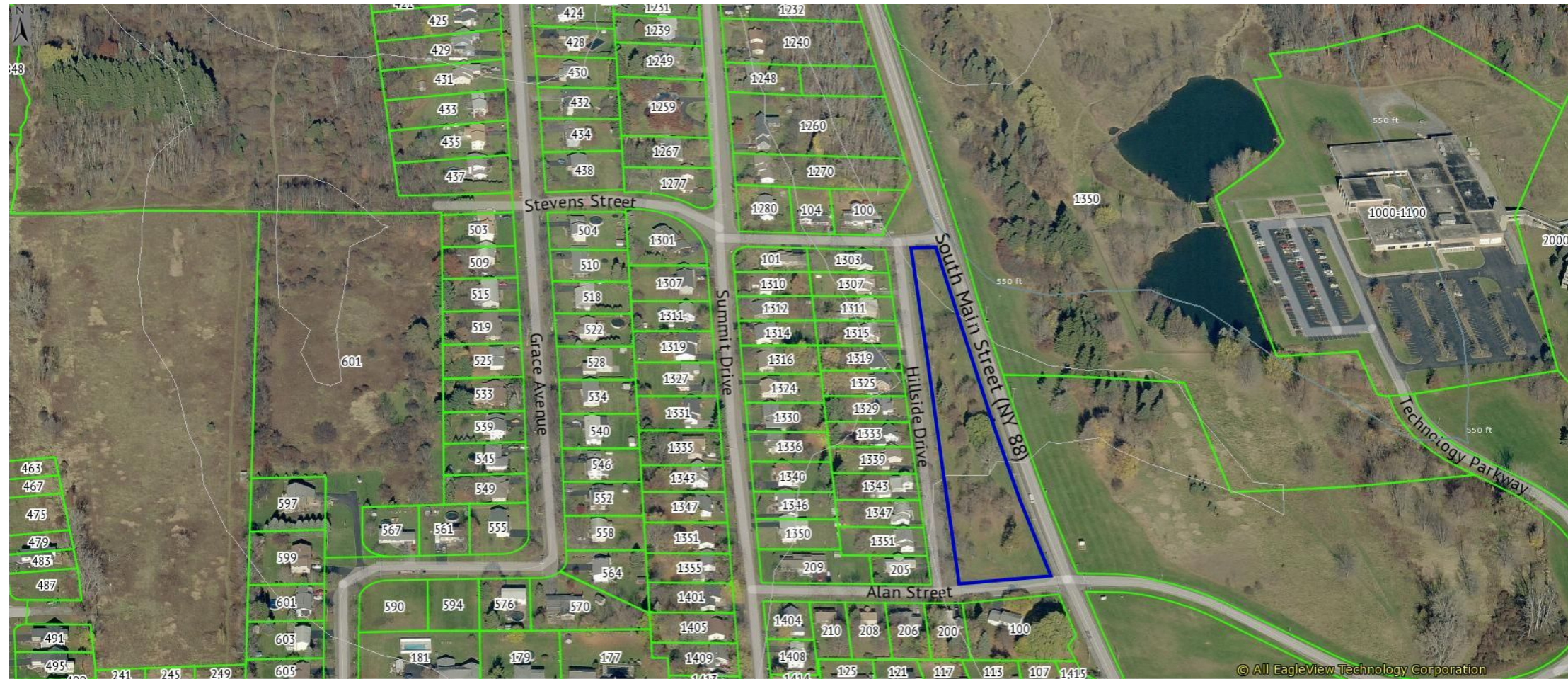


Scope of Work:

1. Mow lawn and weed tree pit weekly. Mow fenced area north of building.
2. Mow stock yard area west of creek bi-weekly.

11/11/2010

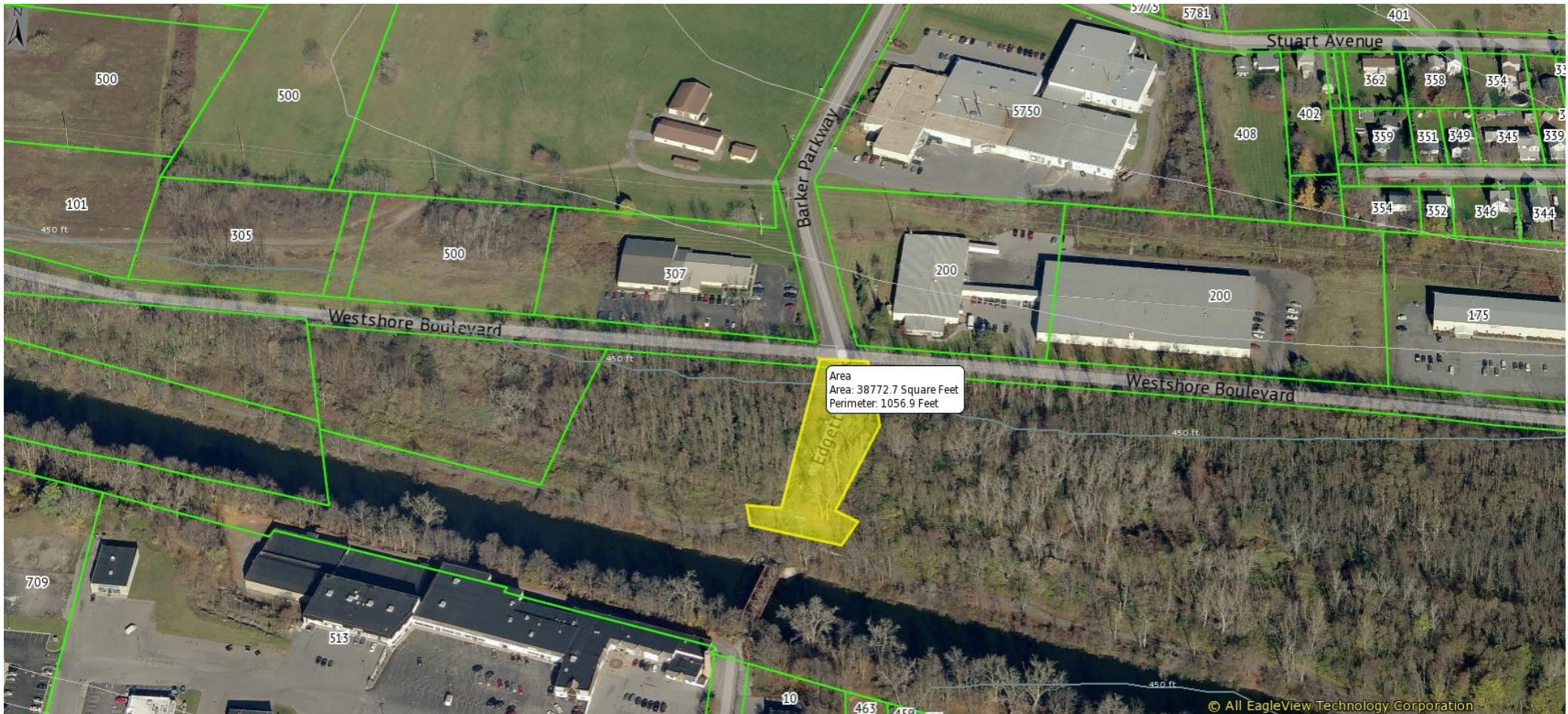
South Hill



Scope of Work:

1. Mow and trim weekly.
2. Weed flower bed weekly.

Edgett Street Park / Canal Trail



Scope of Work:

1. Mow lawn weekly.
2. Remove garbage and debris during weekly mowing.

11/11/2010

Industrial Park



Scope of Work:

1. Mow detention pond area bi-weekly.

04/15/2022