

VILLAGE OF NEWARK

NORTH MAIN AND EAST NEWARK CEMETERIES

Invitation for Bids Contractual Mowing 2022

BID SPECIFICATIONS





Invitation for Bids, May, 2022

Invitation for Bids

The Village of Newark will accept sealed bids for providing lawn mowing, leaf removal and spring clean-up for the two Village cemeteries until 12:00 pm, June 10, 2022, at which time they will be publicly opened and read aloud. Bids must be received in an envelope marked "Mowing Bids – Cemeteries" 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 | May 12, 2022 |
| ●Bid Submission Deadline | June 10, 2022 (by 12:00 PM) |
| ●Contract Award | June 21, 2022 |

END OF INVITATION TO BIDS

Village of Newark Cemetery Mowing Specifications



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. 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 July 1, 2022 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.



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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 property.
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.



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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.

END OF BID TERMS AND CONDITIONS



Contract Period and Renewal

1. The term of the contract shall be effective July 1, 2022, 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 is to be renewable upon mutual agreement by both parties.
2. This agreement may be canceled by the either party by giving sixty (60) days' notice in writing to the other party. 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.
3. 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, gravestones, monuments 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 headstones damaged or misaligned by the contractor shall be repaired immediately at no cost to the Village. All damage shall be reported to the Village immediately.
- f. All liter and debris shall be picked up prior to each mowing and disposed of properly.
- g. After each mowing, rake or power blow to remove grass clumping and leaves.
- h. Paved areas, sidewalks, walkways, buildings, headstones, and fence lines shall be cleared of grass clippings, leaves, branches and twigs and liter after each mowing.
- i. Mowing operations shall be performed between the hours of 8:00 am and 7:00 pm, Monday through Saturday.
- j. During funeral services in the cemeteries, the Contractor shall relocate or cease his operations to not disturb the funeral service.
- k. All paved areas, sidewalks, and headstones shall be cleared of grass clippings and leaves after each mowing.
- l. No chemical weed or turf killer shall be used around headstones, trees, or other trimming areas.
- m. The perimeter of all ponds shall be string trimmed bi-weekly.
- n. 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.
- o. The perimeter fence lines shall be trimmed bi-weekly.
- p. During the fall season, heavy leave drop areas shall be raked and leaves removed prior to mowing. Heavy mulch build up on the grass surface is not allowed.



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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 cemetery 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 the 2022 mowing season, the Village will make five (5) equal monthly payments beginning in August, 2022 and ending in December of 2022.

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



Invitation for Bids, May, 2022

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

NORTH MAIN AND EAST NEWARK CEMETERIES

**Invitation for Bids
Contractual Mowing 2022**

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

Village of Newark Cemetery Mowing Specifications



Bid Form/Signature Page
Contractual Mowing Invitation for Bids, 2022

Locations to be Mowed:	Lump Sum
1. North Main Cemetery, July 1, 2022 to December 31, 2022	\$ _____
2. East Newark Cemetery, July 1, 2022 to December 31, 2022	\$ _____
Requested Services, 2022 – Total Lump Sum	\$ _____

Locations to be Mowed:	Annual Lump Sum
3. North Main Cemetery, January 1, 2023 to December 31, 2023	\$ _____
4. East Newark Cemetery, January 1, 2023 to December 31, 2023	\$ _____
Requested Services, 2023 – Total Lump Sum	\$ _____

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, May, 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 Cemetery Mowing Specifications

NORTH MAIN STREET CEMETERY





EAST NEWARK CEMETERY

