



MOWING and MAINTENANCE CONTRACT FOR SOLEBURY TOWNSHIP
2022-24 PRICE QUOTE AND 3-YEAR CONTRACT
(WHEN EXECUTED)

A. CONDITIONS OF QUOTE:

All envelopes containing price quotes shall be clearly marked **"Price Quote for Mowing and Maintenance Services for Solebury Township."** Quotes must be received on or before 9:00 a.m. on Wednesday, May 12, 2021. Quotes will be opened at 10:00 a.m. on Wednesday, May 12, 2021. The awarding of the contract will be considered during the regular meeting of the Board of Supervisors on Tuesday, May 18, 2021 at 6:00 p.m. Quotes must be delivered to Solebury Township, 3092 Sugas Road, P.O. Box 139, Solebury, PA 18963.

1. The Contractor proposes to furnish mowing and maintenance services and perform all work as more specifically set forth below AND on the Specifications For Services (Attachment "A").

2. If designated the service provider, the Contractor will begin work on the dates specified by Solebury Township, or as otherwise provided in the Specifications For Services (Attachment "A").

3. If designated the service provider, the Contractor shall be required to post a performance bond with Solebury Township, in the amount of ten percent (10 %) of the total proposal, or as determined by Solebury Township, within thirty (30) days of the contract award date.

4. If designated the service provider, the Contractor shall be required to provide the Workers' Compensation, Commercial General Liability, and Business Auto Liability Insurance Certificate(s), with coverage as described in the Specifications For Services (Attachment "A") on or before January 3, 2022.

5. If designated the service provider, the Contractor will be required to execute the Solebury Township Non-Collusion Affidavit within thirty (30) days of the contract award date.

6. Three references are required with the submission of this proposal.

7. Solebury Township reserves the right to reject any and all proposals.

B. PROPOSAL OF:

Name of Contractor _____

(Print Clearly)

Street Address _____

City, State, ZIP _____

Phone No. _____ Fax No. _____

Employer ID No. _____

Email address (Required) _____

Contact Method for 24-hour response _____



C. CONTRACTOR'S CERTIFICATION: It is hereby certified as follows that,

1. The only person(s) interested in this proposal as principal(s) is (are):

2. None of the above named persons are employees of Solebury Township unless so stated on this form on the line above.

3. This proposal is made without collusion with any other person, firm or corporation.

4. The specifications referred to in Attachment "A" have been examined by the Contractor. The Contractor agrees that he/she shall be bound by the specifications in Attachment "A", which are incorporated herein by reference. The Contractor understands that the number of cuts and services for the listed locations are subject to change as may be required by Solebury Township. **The Contractor certifies that he/she has inspected all locations and all athletic playing fields and completely understands the entire scope and extent of all work to be performed at each location and the property line boundaries of said locations.**

5. The Contractor will comply with all requirements of the laws and regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The Schedule of Prices for 2022-2024 shall be as follows for the life of the contract:

<u>MOWING</u>	<u>2022 -2024 LIFE OF CONTRACT</u>
Laurel Park Athletic Fields, Complex and Grounds	\$ _____ Per Cut
Pat Livezey Park Athletic Fields, Complex and Grounds	\$ _____ Per Cut
Canal Park Athletic Fields, Complex and Grounds	\$ _____ Per Cut
Solebury Township Trail System	\$ _____ Per Cut
Magill's Hill Park Picnic & Trail Area	\$ _____ Per Cut
Aquetong Spring Park Building & Pond Areas	\$ _____ Per Cut
Route 202 Site	\$ _____ Per Cut
Reeder Road Site	\$ _____ Per Cut
Sugan & Greenhill Road Site	\$ _____ Per Cut
Lumberville Site	\$ _____ Per Cut
<u>SPECIAL CUTS (When Requested by Solebury Township)</u>	<u>2022 -2024 LIFE OF CONTRACT</u>
Baseball Playing Fields Only	\$ _____ Per Cut/Field
Multi-Purpose Playing Fields Only	\$ _____ Per Cut/Field
Magill's Hill Pathways Only	\$ _____ Per Cut
Magill's Hill Bank / Hillside Only	\$ _____ Per Cut
<u>TOTAL PRICE PER CUT</u>	\$ _____



Contractor Signature: _____ Date: _____

Title: _____

Witness Signature: _____ Date: _____

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED:

Accepted at a public meeting by Solebury Township on _____ 2021.

By: _____

References (Three are required with the submission of this proposal):

Name	Address	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____



ATTACHMENT "A" SPECIFICATIONS FOR SERVICES

I. GENERAL WORK DESCRIPTION:

A. MOWING: Regular mowing of all grass, at the locations listed, to include trimming of all boarders, curbs, walkways, planting beds, fences, parking areas entrances and exits. Service shall include for each mowing the removal of all grass clippings from all walkways, drives and parking lots, curbs, paved areas, building surfaces, lawn areas, planting beds, playing fields, and playground areas. Grass shall not be discharged or blown onto vehicles, buildings, sidewalks, playgrounds or dirt infields and base-paths or signs.

Prior to each mowing at the locations listed, all paper, trash, bottles, branches, leaves and other debris shall be removed from all areas and disposed of in proper receptacles. Contractor is responsible for moving goals, sandbags, bleachers, and the like in order to mow all areas.

For each mowing, grass will be line trimmed around all trees, fences, planting beds, and building lines. All lawn areas adjoining walkways, curbs and drives shall be blade edged. Any weeds germinating in the mulched shrubbery and tree beds shall be removed by hand. No spray mixture of any kind shall be used to retard or destroy any natural growth.

Solebury Township shall specify the day of the week that mowing will occur and the cutting height for each location and for each of the athletic fields within those locations.

B. SPECIAL CUTS: For the locations listed, special cuts of the designated playing surface of the baseball and multi-purpose fields may be required during the season due to grass growth environmental conditions, team games and/or practice schedules. For Magill's Hill, special cut pathways shall be made up the Hill and across the top, and the bank and hillside shall be mowed as described in section "D", when requested. Contractor is obligated and required to complete special cuts within 24 hours of said notification as directed by Solebury Township or its designated representative. Notification shall be by phone call, text message or email to the contractor as listed on this contract.

II. LOCATIONS:

- A. Laurel Park, Athletic Fields, Complex and Grounds at 3092 Sugan Road.
- B. Pat Livezey Park, Athletic Fields (Upper and Lower Playing Fields), Complex and Grounds at Hagan & Parkside Drives and north side of Route 202, including entrances.
- C. Canal Park, Athletic Fields, Complex and Grounds at 2520 River Road.
- D. Magill's Hill Park at the south corner of Chapel and River Roads.
- E. Solebury Township Trail located along the Philadelphia Electric Company Line from Sugan Road at the Firehouse to and along River Road (SR 32) to Canal Park.
- F. Aquetong Spring Park at the east corner of Route 202 and Lower Mountain Road
- G. Route 202 Site located at 6522 Lower York Road (Route 202)
- H. Reeder Road Site, 6502 Reeder Road, at the east corner of Route 202 and Reeder Road
- I. Sugan & Greenhill Road Site at 3450 Sugan Road
- J. Lumberville Site at 6661 Fleecydale Road, Lumberville, PA

III. SPECIAL CONSIDERATIONS:

A. During the baseball playing season (April through July), all baseball fields and grounds at Laurel Park shall be mowed weekly unless directed otherwise by Solebury Township. This shall include the trimming of all areas within the tree-line that runs along the edge of the parking area and divides the baseball fields from the rest of the complex. Weather conditions may necessitate more or less frequent mowing. All mowing shall occur not earlier than Wednesday nor later than Friday as scheduled by Solebury Township and shall be completed by 4:00 p.m. on the day mowed. ***Special Cuts: Contractor shall be prepared and available to special cut playing field areas twice each week if requested.*** Cut for infield and playing field areas inside the fences shall be 2 1/4 inches unless directed otherwise. Cut for all other areas shall be 2 1/2 or 3 inches or as directed. Contractor shall not drive lawn-mowing equipment over the dirt infield areas. Grass shall not be discharged in the direction of playgrounds or dirt infield base-paths or signs. Contractor shall alter mowing pattern on the outfield areas so as to avoid creating wheel ruts on the playing surface. Following the end of the season, mowing shall continue as directed by Solebury Township.

B. During the playing season (April through November) all multi-use fields and grounds at all park locations shall be mowed weekly unless directed otherwise by Solebury Township. All mowing shall occur not earlier than Wednesday nor later than Friday as scheduled by Solebury Township and shall be completed by 4:00 p.m. on the day mowed. ***Special Cuts: Contractor shall be prepared and available to special cut playing field areas twice each week if requested.*** Cut for playing fields shall be 2 1/4 inches unless directed otherwise. Cut for all other areas shall be 2 1/2 or 3 inches or as directed. Grass shall not be discharged in the direction of playgrounds. Prior to the season, mowing shall occur biweekly or as directed otherwise by Solebury Township. Following the conclusion of the season, mowing shall continue as directed by Solebury Township.

C. Canal Park shall be mowed and trimmed in accordance with the contract specifications in Section B to the property boundaries and to the top of the Canal Bank or as directed by Solebury Township.

D. Magill's Hill Park shall be mowed and trimmed from the edge of the roadways to behind the macadam trail and stormwater management areas, as directed by Solebury Township, along the entire length of the property and around the stone art structure. The picnic area shall be mowed to a minimum of twenty (20) feet behind the drip-line of the farthest ornamental tree at that location or as directed by Solebury Township and up to the property boundary lines. Mowing in and around the Art Structure shall form a square that extends 10 feet in all directions from the edge of the base of said structure and connects to the mowed area along River Road or to the westerly mowed portion of the trail. Cut for all areas shall be 2 1/2 or 3 inches unless directed otherwise. ***Special Cuts: Contractor shall be prepared and available to special cut pathways up and across the hillside as requested. Pathway location will be marked by Solebury Township and shall extend from the bottom of the mowed area to the top of the hill and interconnected, for a width of 12 feet. Bank / Hillside shall be special cut at a height of not less than 6-8 inches or as directed.***

E. The Solebury Township Trail shall be mowed weekly unless directed otherwise by Solebury Township. The shoulder along the paved portion of the trail shall be mowed to a width of 10-12 feet along each side unless directed otherwise. Cut for all areas shall be 2 1/2 inches. Entrances at each end and at the New Hope-Solebury school district entrance shall be mowed and trimmed to the sidewalk or roadway to achieve a uniform appearance. Grass shall not be discharged in the direction of the paved trail.

F. Aquetong Spring Park shall be mowed and trimmed in accordance with the contract specifications to include all of the lawn and grass areas surrounding the existing house and spring and pond along Lower Mountain Road as directed by Solebury Township.

G. The soccer, football and multi-purpose playing fields at all locations shall be mowed at a 45-degree angle in relation to the lengthwise direction of the playing field on alternating weeks. This 45-degree cut shall be alternated each time unless directed otherwise. (Example: Week 1 the mow shall be lengthwise; Week 2 mow shall be from southeast corner to northwest corner. Week 3 the mow shall be lengthwise; Week 4 mow shall be from southwest corner to northeast corner. Repeat cycle.) The cut for all playing fields shall be 2 1/4 inches unless directed otherwise.

H. High speed mowing, as determined by Solebury Township, which results in an unsatisfactory cut, wheel marks, or dug out tracks shall require an immediate re-cut. Clumping of grass in wet conditions shall not be permitted and the Contractor shall remove all clumps and heavy grass clippings by either hand raking or vacuum or blowing immediately at the conclusion of mowing.

I. Regular mowing shall begin in April or when directed by Solebury Township. The exact number and frequency of cuts and termination date is at the discretion of Solebury Township.

J. In the event of inclement weather, Solebury Township shall have the right to alter the mowing schedule for any listed location. Contractor shall be available on a 12-hour notice to alter schedule based on weather conditions.

K. In the event scheduled mowing cannot be performed by the Contractor for any reason, including adverse weather, ***the contractor must immediately notify Solebury Township.***

L. Upon completion of mowing each listed location, the Contractor shall contact/call Solebury Township for an inspection, and remain on-site until said inspection has been completed or the Contractor has been released by the Solebury Township or its designated representative.

M. In the event of any disagreement for any reason concerning the area to be mowed or trimmed, the decision of Solebury Township or its designated representative shall be final and binding.

IV. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION

For Work covered by this Agreement, the Contractor shall provide evidence of Workers' Compensation Insurance with statutory benefits as required by any State or Federal law, including standard "other States" coverage. The Contractor shall also furnish evidence of Employer's Liability Insurance or its equivalent with minimum limits as follows:

- \$100,000 each accident for bodily injury by accident
- \$100,000 for each employee for bodily injury by disease
- \$500,000 policy limit for bodily injury by disease



INDEMNITY AND INSURANCE

Contractor shall secure and maintain for the duration of the Agreement such insurance to protect the Contractor from such claims for bodily injury, death, or property damage as may arise in the performance of the Contractor's services under this Agreement, such coverage to be equal to or greater than the minimum limits set forth below.

The Contractor hereby agrees to assume the entire responsibility and liability for injuries or death of any and all persons and for any and all damage to property caused by or resulting from or arising out of any act, neglect, omission, or agreement on the part of the Contractor, his agents, employees, or servants in connection with this Agreement or with the completion of the Work hereunder, whether covered by the insurance specified herein or not, and Contractor shall defend, indemnify and save harmless the Township, and its elected and appointed officials, agents, or employees from any and all suits, claims, losses, damages, expenses, and legal suits or actions which may be brought out of any and all such injuries, deaths, and/or damages caused by Contractor; and, if requested, Contractor at his own expense, shall assume and defend the Township against any suit, action, or legal proceedings arising therefrom.

Minimum Limits Of Insurance Coverage

Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 general aggregate with Products/Completed Operations coverage. Coverage must also include contractual liability.

Business Auto Liability - \$1,000,000 combined single limit, includes coverage for any auto

Prior to commencing Work, the Contractor shall deliver to the Township on or before January 3, 2022, evidence of the above-specified coverages in the form of insurance certificate(s), which shall provide that the insurance coverage will not be canceled without thirty (30) days' prior written notice to the Township. The Contractor shall arrange to include Solebury Township and its elected and appointed officials and employees as additional insureds in its Commercial General Liability policies. This Liability coverage for Solebury Township and its elected and appointed officials and employees under any Contractor's liability insurance shall be provided on a primary and non-contributory basis under the Contractor's Commercial General Liability (Forms CG 2010 ed. 1185 or a combination of CG 2010 and CG 2037). In addition, if the Contractor employs a subcontractor that will perform work on Solebury Township's jobsites, the Contractor must provide Solebury Township a copy of that subcontractor's insurance providing the above coverage and listing Solebury Township, and its elected and appointed officials and employees, as additional insureds.

All required insurance coverages must be underwritten by insurers allowed to do business in the State of Pennsylvania and acceptable to Solebury Township. Insurers must also have and maintain, at a minimum throughout the term of this contract, A.M. Best's ratings of A – (Financial Strength) and VII (Financial Size Category).

These insurance certificates are to be delivered to the Solebury Township Building, 3092 Sugan Road, Solebury Township, Pennsylvania 18931, to the attention of the Township Manager. It shall be the Contractor's responsibility to renew insurance certificates as they expire and to have current certificates provided to the Township. Failure to maintain insurance coverage in accordance with this Agreement shall constitute a breach of this Agreement and shall entitle the Township to suspend or terminate Contractor. No payments will be issued if up-to-date Certificates of Insurance are not on file in the Township files.



V. HOLD HARMLESS AND INDEMNIFICATION:

By acceptance of this proposal / contract, the Contractor hereby agrees to indemnify, defend and hold harmless Solebury Township, the Solebury Township Baseball & Softball League, the Solebury Soccer Club, the New Hope-Solebury Lacrosse Club, including its elected and appointed officials, officers and employees, authorized volunteers, agents, successors and assigns for / from any and all liability, actions, suits, and claims of any kind presented against the Township arising out of the Contractor's (including his / her employees or representatives) performance or products under this agreement, including but not limited to, wrongful death, personal injury, negligence, and intentional torts. The Contractor further hereby agrees to waive all such claims against Solebury Township, the Solebury Township Baseball & Softball League, the Solebury Soccer Club, the New Hope-Solebury Lacrosse Club, including its elected and appointed officials, officers and employees, authorized volunteers, agents, successors and assigns, which may be raised by the Contractor, his / her heirs, personal representatives or assigns.

VI. SATISFACTORY PERFORMANCE/GUARANTEE:

All work and materials shall be at all times subject to the observation and inspection by Solebury Township or its designated representative. The Contractor shall be responsible for immediately correcting any unsatisfactory work. Contractor hereby guarantees that all the work performed and to be performed shall be free from faulty or defective workmanship. Contractor agrees to repair, correct or replace, at its own cost and expense, any work performed and deemed by Solebury Township or its designated representative not to be as guaranteed above. Contractor does further agree to pay the cost of repairing all damage to any personal or real property which may be damaged or disturbed by Contractor in the performance of this Contract. All replacements and corrections to faulty or defective work, or damage to personal or real property, are to be done to the satisfaction of Solebury Township or its designated Township representative, and completed so as to minimize interference with the use and occupancy of the Locations. The obligations of Contractor set forth in this paragraph shall survive both final payment for the work performed and any termination of this Contract.

VII. CONTRACT EXTENSION:

The contract period is three (3) years. Prior to the end of 2024, Solebury Township reserves the right to extend the terms and conditions of this contract for a period of one (1) year upon written notice to the Contractor at the address listed by the Contractor on the proposal.

VIII. CONTRACT TERMINATION:

Solebury Township reserves the right to immediately terminate this contract at any time upon written notice to the Contractor at the address listed by the Contractor on the proposal. Upon termination, Solebury Township shall only be obligated for payment of satisfactory services rendered to the date of the written notice of termination.