

TOWN OF EASTON

PROPOSAL,
SPECIFICATIONS, CONTRACT
AND DRAWINGS

2016-2017 LANDSCAPE MAINTENANCE CONTRACT

Prepared By:
PUBLIC WORKS DEPARTMENT
14 S. HARRISON STREET
EASTON, MARYLAND 21601
(410) 822-2525

February 18, 2016

TOWN OF EASTON

Easton, Maryland

2016-2017 LANDSCAPE MAINTENANCE CONTRACT

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SECTION 00030

NOTICE OF LETTING

TOWN OF EASTON
EASTON, MARYLAND

2016-2017 LANDSCAPE MAINTENANCE CONTRACT

Sealed proposals will be received for the completion of the **2016-2017 LANDSCAPE MAINTENANCE CONTRACT** by the Town of Easton at their office located at 14 South Harrison Street, Easton, Maryland until 10:00 a.m. local time on Wednesday, March 2, 2016, when they will be publicly opened and read aloud.

The Contract Documents may be obtained from, and are available for examination at, the offices at the Town Office, 14 South Harrison Street, Easton, Maryland 21601, on or after February 19, 2016. Liability insurance and workers compensation will be required by the contractors. Scope of work includes maintenance of lawns at various sites throughout Easton.

A pre-bid meeting with a visit to the sites can be arranged.

Each bid shall be accompanied by a certified check or Bid Bond in the amount of Five Hundred Dollars (\$500.00), made payable to the Town of Easton.

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the owner represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids. This contract is subject to the annual budget appropriations by the Mayor and Town Council.

Michael J. Dickerson
Superintendent
February 18, 2016

Rick Van Emburgh
Town Engineer

Robert F. Karge
Town Manager

SECTION 00100

INFORMATION FOR BIDDERS

TOWN OF EASTON
EASTON, MARYLAND

2016-2017 LANDSCAPE MAINTENANCE CONTRACT

Sealed proposals for completing the **2016-2017 LANDSCAPE MAINTENANCE CONTRACT** will be received by the Town of Easton, 14 South Harrison Street, Easton, Maryland 21601 until 10:00 a.m., Wednesday, March 2, 2016, and then opened.

All proposals must be submitted upon the attached form, must give the price in figures for each item of the proposed work and must be signed by the bidder with his name and address. Each proposal must be enclosed in a sealed envelope marked, "**Proposal for 2016-2017 Landscape Maintenance Contract**".

Proposals made on any other than the attached form will not be considered. Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal and may cause its rejection.

The right is hereby reserved to reject any or all proposals and to waive informalities as the interest of the Owner may require. No bidder may withdraw his bid within 60 days after the opening thereof.

The successful bidder will be required to be bonded to the Town for a sum equal to 100% of the amount of his proposal according to the form of bond hereto attached.

Each proposal must be accompanied by a certified check or bid bond in the amount of Five Hundred Dollars (\$500.00), payable to the Town of Easton and unless so accompanied, will not be considered. The check or bid bond of the bidder to whom the contract is awarded will be forfeited to the Owner as liquidated damages in case the contract and performance bond are not executed within 10 days after receiving the contract for execution.

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second bidder meeting the Town's award criteria, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Town may reject all of the bids, as its interest may require.

The Town will hold as many of the checks submitted with the proposals as it may deem advisable, until the execution and delivery of the contract and bond, whereupon they shall be returned. All other checks will be returned as soon as award is made.

Bidders must examine the drawings and specifications carefully, and must make a personal examination of the location and the nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the specifications, inquiry should be made of the Engineer before the proposal is submitted. The submission of a proposal shall indicate that the bidder thoroughly understands the drawings and the terms of the specifications.

The Town also reserves the right to reject any and all bids.

To better insure fair competition and to permit a determination of the lowest bidder, unresponsive bids, or bids obviously unbalanced, may be rejected by the Town.

Bidders are especially requested to fill out the "Total Price" column and total their proposals, so that the result of the bidder, barring possible arithmetical errors, will be at once known. Any errors in computation will be corrected by the Superintendent when the proposals are canvassed; in case of discrepancy between unit prices and their extensions, the unit prices shall govern.

The quantities given under the various items of the proposal are approximate only and subject to increase or decrease as provided in the contract, without changing the unit prices to be paid for the work.

Bidders must be prepared to complete the work as specified in Scope of Work. Portions of the work may be scheduled at various times during the fiscal year by mutual agreement of the parties.

The Contractor, in performing the work furnished by this contract or furnishing the services provided herein, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color or national origin.

DEPARTMENT OF LABOR AND INDUSTRY -
SAFETY REQUIREMENTS GENERAL ORDER - CONSTRUCTION

Under provisions contained in the Maryland Occupational Safety Law, Article 89, Sections 28-48, Annotated Code of Maryland, 1957b Edition, the employer shall furnish and maintain employment and a place of employment which shall be reasonably safe for employees. To this end, the Department of Labor and Industry has adopted the American Standard Safety Code for Building Construction, A10.2-1944 which contains minimum standards having a full force and effect of law, and provides for criminal penalties, fines and imprisonment for failure to comply. These standards must be observed and maintained throughout the entire construction project. This General Order shall remain effective as construction progresses and until such time as this project is completed.

PROPOSAL

TOWN OF EASTON
EASTON, MARYLAND

**TOWN OF EASTON
2016-2017 LANDSCAPE MAINTENANCE CONTRACT
CONTRACT PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2017**

Made this _____ day of _____ 20____

By _____

Business Address _____

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the specifications and as shown on the drawings.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within 10 days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property

damage insurance shall be in an amount not less than \$100,000 per accident, with an aggregate of not less than \$200,000.

(Note - The bidder or bidders must sign here, and the address of each must be given. In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROPOSAL FORM

**TOWN OF EASTON
2016-2017 LANDSCAPE MAINTENANCE CONTRACT**

BIDDER _____ Date _____

Business Address _____

Signature _____ Phone _____

The Unit Price proposal shall consist of Site #13, #37 and as described in the attached Scope of Work and as shown below.

BASE BID – Lawn Maintenance

<u>Site No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
13.	Corbin Parkway – Betty Road (Ditch)	Mowing Events	28	_____	_____
Stormwater Ponds					
37a.	(1) Chapel East	Mowing Events	20	_____	_____
37b,c.	(2) - Golton	Mowing Events	20	_____	_____
37d.	(1) Bretridge	Mowing Events	20	_____	_____
37e,f,g,h.	(4) Matthewstown Run	Mowing Events	20	_____	_____
37i,j.	(2) Corbin Park	Mowing Events	20	_____	_____
37k.	(1) Dove Lane	Mowing Events	20	_____	_____

TOTAL \$ _____

SECTION 00500

CONTRACT

FOR THE

2016-2017 LANDSCAPE MAINTENANCE CONTRACT

TOWN OF EASTON

EASTON, MARYLAND

THIS CONTRACT, made this _____ day of _____, 20____,

by and between _____
hereinafter called the CONTRACTOR, and the Town of Easton, hereinafter called the Town.

WHEREAS, the Contract to complete the **2016-2017 LANDSCAPE MAINTENANCE CONTRACT** and other appurtenant work in accordance with and subject to all the conditions, covenants, stipulations, terms and provisions contained in the specifications, said specifications being in all respects made a part hereof, has recently been awarded to the Contractor by the Town, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the price named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town evidencing the terms of the said award.

NOW, THEREFORE THIS CONTRACT WITNESSETH, that the Contractor doth hereby covenant and agree with the Town that he will well and faithfully complete the **2016-2017 LANDSCAPE MAINTENANCE CONTRACT** and other appurtenant work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the above mentioned specifications, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the price named therefor in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said specifications, or the terms of said award;

And the Town doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of said specifications and of said award, the abovementioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said specifications, or the terms of said award.

Should the Contractor default in the performance of required work and/or the quality and performance of the work as described in the contract documents, the Town shall have the right to terminate this contract and pursue other means for completing work for the remainder of the contract period in addition to any other remedy available by law. Should the Town be required to initiate work for any portion of the Landscape Maintenance Contract, as outlined in the contract documents, due to Contractor failing to complete said work, the Town shall charge to the Contractor the dollar amount in excess of the unit price bid for that line item of work that the Town incurred in completing that work on the Contractor's behalf.

And the Contractor (if a corporation), hereby certifies that it is a (Maryland Corporation) (Foreign Corporation registered to do business in Maryland with the Maryland State Tax Commission).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the Town, by its Mayor, by authority duly given.

APPROVED as to Form and Legality

THE TOWN OF EASTON

Attorney By _____
Mayor

ATTEST:

Town Manager

Contractor

WITNESS:

By _____
Title _____

SCOPE OF WORK
CONTRACT PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2017

I/We propose to furnish all labor, equipment, materials and other facilities necessary and proper to perform the **2016-2017 LANDSCAPE MAINTENANCE CONTRACT** in accordance with the applicable Scope of Work therefore at the total price(s) provided above.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of 90 calendar days after the opening of the Bid Proposals.

The Town of Easton reserves the right to reject any and all bids and to award the Contract in total or in parts, whichever in their opinion, represents the best value and best serves the interest of the Town of Easton. The successful bidder shall be required to notify the Department of Public Works Superintendent at least one (1) week prior to the seasonal start of work under this Contract.

(Note: The attached site sketches are for general illustrative purposes only and should not be used to determine actual dimensions of Lawn Maintenance areas. Bidders shall be responsible for visiting each site to determine actual conditions.)

Lawn Maintenance

- All lawn areas shall be mowed approximately every seven days OR AS NEEDED throughout the mowing season. All lawn areas shall be maintained at a height of 2.5 to 3.5 inches throughout the mowing season. Care shall be taken to avoid yellowing and scalping.
- Mowing equipment shall be maintained in good working condition. Blades shall be kept sharp to ensure a quality cut.
- Minor trash and debris shall be removed prior to mowing activities.
- Grass around signs, poles, fences, etc. shall be trimmed with a line trimmer.
- Edging of curbs and walks shall be performed at least once every month throughout the mowing season.
- If mowing, trimming and edging are not accomplished to the Town of Easton's satisfaction, this contract may be terminated at any time by the Town of Easton for unsatisfactory work.
- Any issues observed by Contractor regarding maintenance, repairs, etc. needed or questionable in any contract area shall be brought to the attention of the Department of Public Works Superintendent within 48 hours of observance.

PROGRESS PAYMENT SCHEDULE

TOWN OF EASTON 2016-2017 LANDSCAPE MAINTENANCE CONTRACT

The Contractor shall submit progress payment requests for work completed in accordance with the following schedule:

- Bi-weekly billing for actual completed work.

The Contractor agrees to complete the work in accordance with the **Scope of Work** for the **2016-2017 Landscape Maintenance Contract**.

The Contractor may request, in writing, a variation from this Progress Payment Schedule. The Town of Easton will consider such a request but is in no way obligated to approve of said request.





