

**CONTRACT MOWING AND TRIMMING SCHEDULE**

**BID FORM FOR 2017 MOWING SEASON**

**HARVEY COUNTY PARKS DEPARTMENT**

Bid proposals must be sealed and clearly labeled "Parks Mowing", with name and address of the vendor on the envelope. Bids will be received in the Harvey County Administration Office (PO Box 687, Newton, KS 67114) until 5:00 PM on Friday, March 17, 2017 and will be opened in public by the Board of Harvey County Commissioners on Monday, March 20, 2017 at or around 10:15 AM in the County Commission Room located at the Harvey County Courthouse (800 N. Main St.) in Newton, Kansas.

Mowing service to be completed Monday through Thursday between the hours of 8 a.m. and 7 p.m. No mowing permitted on Friday, Saturday, Sunday or Harvey County holidays. Mowing to be done on a 10-14 day cycle.

**Areas to be Mowed**

	Charge Per Cycle
West Park-approximately 56 acres	\$ _____
East Park- approximately 117 acres	\$ _____
Camp Hawk- approximately 27 acres	\$ _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

# CONTRACT MOWING AGREEMENT

## Harvey County Parks Department

### I. GENERAL PROVISIONS

#### A. Bid Conditions

1. Harvey County, Kansas reserves the right to select the bid proposal which best meets its required needs and quality requirements.
2. Harvey County reserves the right to reject any or all bids, to accept or reject any item or items in the bids, and to waive any irregularities in the bids.
3. Faxed and e-mailed bids will not be accepted.
4. Bids may be corrected or withdrawn prior to the stated deadline. Requests for all such transactions must be submitted to Parks Director Kass Miller prior to the deadline. Correction or withdrawal of inadvertently erroneous bids after the deadline but before the award, or cancellation of awards or contracts based upon such mistakes, shall be permitted only upon authorization of the County Administrator.
5. The bid and/or contract will be awarded to a qualified vendor submitting the lowest responsible bid or best proposal as determined by the Board of County Commissioners after review of all vendor proposals and recommendations by the user department(s). Harvey County interprets the term lowest responsible bid/proposal as requiring Harvey County to (A) choose between the kinds of materials, goods, wares, or services subject to the bid, and (B) determine which bid is most suitable for its intended use or purpose. Harvey County can consider among other factors, however not limited to, such things as labor cost, service and parts availability, and maintenance cost of items upon which bids are received. All requested information must be provided. If you cannot respond to the request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Harvey County in analyzing your bid.

B. The Contractor will furnish all necessary equipment, labor, fuel, transportation, and supervision to satisfactorily perform all work required by this contract in a manner that will protect the users, the park, and enhance the park environment.

C. Refuse may be deposited in County dumpsters at East Park, West Park and Camp Hawk.

D. Insurance Coverage - The vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide a certificate evidencing such coverage with the County listed as an additional insured, except for professional liability.

All insurance must be written by an insurance company authorized to do business in the State of Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

1. **Worker's Compensation Insurance:** The Firm shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Harvey County, executed by the insurance company. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.
  2. **Commercial General Liability:** The firm shall procure and maintain, for the life of the contract, Commercial General Liability (CGL) Insurance. The CGL, or its equivalent, will have limits not less than \$1 million per occurrence. Coverage shall include premises and operations; independent Firms' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. The policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds. A copy of this endorsement shall be provided to the County prior to commencement of work. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.
  3. **Business Automobile Liability:** The Firm shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.
- E. Pursuant to K.S.A. 44-1030, and any amendments thereto, unless (i) the bidder to whom any contract shall be awarded employs fewer than four employees or (ii) has contracts with the County that cumulatively total less than \$5,000 during the County's fiscal year, any contract for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service shall contain provision by which the contractor agrees that:
1. The contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the

present contract because of race, religion, color, sex, disability, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrases "equal opportunity employer," or a similar phrase to be approved by the commission;
  3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments there to, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; and
  4. The contractor shall include the provisions of subsection 1 through 3 in every subcontractor purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The Contractor, its agents and employees are to be considered by Harvey County as independent contractors. No employer or employee relationship between Harvey County and the Contractor is to be created by this agreement.
- G. The Contractor and its employees shall at all times maintain a courteous and polite manner with members of the public. At no times shall a Contractor or the Contractor's employees discredit Harvey County with their demeanor or action.
- H. The Contractor Inspector, Harvey County Operations Supervisor and/or Parks Director prior to performance must approve work not specified by the contract.

## II. PRE-WORK PERFORMANCE MEETING

- A. Participants at the pre-work performance meeting shall be the Contractor receiving the bid award and Contract Inspector.
- B. This meeting shall be held on the work site prior to the start of the contract at a time mutually agreeable to the Contractor and the Contract Inspector. The purpose of the meeting will be to review the contract and work to be performed under the contract.
- C. At this meeting the Contractor shall submit for the approval of the Contract Inspector and Harvey County Park Director, the following items:
  1. A list of all equipment to be used by the Contractor at the work site.

2. A list of all employees who will be working for the Contractor. No work may be subcontracted without prior approval of the Contracting Inspector.
3. A responsible safety plan.

### III. WORK PERFORMANCE SPECIFICATIONS

#### A. Mowing

1. Mowing boundaries will be verified during the pre-work conference with the Contract Inspector. Boundaries will conform to areas currently being mowed. These boundaries are readily apparent on visual inspection.
2. Designated areas shall be mowed once every 10-14 days unless otherwise directed by the Contract Inspector. All areas will be mowed the week proceeding Memorial Day weekend, 4<sup>th</sup> of July and Labor Day weekend.
3. Lawn mowing equipment shall be adjusted and utilized in such a fashion as to keep scalping and tearing of the turf to a minimum.
4. Each pass of the mower shall overlap the previous pass so that no strips of uncut vegetation remain.
5. Mowing shall be accomplished on Monday through Thursday between the hours of 8 a.m. and 7 p.m. with no mowing permitted on Fridays, Saturdays, Sundays and Harvey County holidays.
6. The use of chemical agents of any kind (including herbicide, petrols and salt solutions) for control of weeds and grasses is strictly prohibited without written permission from the Contract Inspection.
7. All scattered litter, limbs and other organic debris will be collected from the area prior to mowing. This will allow mowing to be accomplished more safely and prevent shredding of scattered litter. All shelter houses will be swept clean of any vegetation clippings caused by the Contractor. Trash on the ground shall be collected and disposed of into trash receptacles.
8. Equipment such as picnic tables and grills will be returned to their designated locations when mowing is completed.

#### B. Trimming

1. Trimming boundaries will be verified during the pre-work conference with the Contract Inspector.
2. Designated areas shall be trimmed once every 10-14 days in conjunction with the regular mowing unless otherwise directed by the Contract Inspector.
3. Trimming equipment shall be adjusted and utilized in such a fashion as to keep scalping and tearing of the turf to a minimum, and to limit damage to newly planted trees, shrubs and other vegetations.
4. Trimming shall be accomplished on Monday through Thursday between the hours of 8 a.m. and 7 p.m. with no mowing permitted on Fridays, Saturdays, Sundays and Harvey County holidays.

5. Trimming will be required in all areas inaccessible to large mowing machines. These areas include, but are not limited to, guard posts, water edges, culvert ends, sign posts, trees, shrubs, picnic tables, fire rings, grills, light posts, wheel stops, stumps, cut banks, ridges, depressions, road shoulders, ditches, fences, structures, etc. Special care will be taken in operation to prevent damage to desirable vegetation.
6. The use of chemical agents of any kind (including herbicide, petrols and salt solutions) for control of weeds and grasses is strictly prohibited without written permission from the Contract Inspection.

#### IV. INSPECTION OF WORK

- A. The Contract Inspector will meet monthly with the Contractor at a time mutually agreeable to the Contractor and the Contract Inspector. The purpose of this meeting shall be to discuss contract work performance.
- B. The Contract Inspector may direct of additional or uncompleted work items covered under Work Performance Specifications to the Contractor. The Contractor is to complete these work items within what the Contract Inspector determines to be a reasonable length of time.

#### V. REPORT OF DAMAGE & UNUSUAL OR HAZARDOUS CONDITIONS REQUIRING MAINTENANCE

- A. Hazardous Conditions-The Contractor shall immediately report to the Contract Inspector any unusual and/ or potentially hazardous conditions, which are observed during the performance of work. These reports shall include the specific location and nature of the problem.
- B. Required Maintenance-It shall be the responsibility of the Contractor to notify the Contract Inspector of facilities that require maintenance beyond the scope of the contract i.e. electrical, plumbing repairs, etc. These reports shall include the specific nature and location of the problem.
- C. Damage to Facilities-Should major damage occur to any of the facilities within the public use area, a report by telephone shall be made to the Contractor Inspector.
- D. Damage to Park Patrons Property – Should damage occur to any park patron property with the public use area, a report by telephone shall be made to the Contractor Inspector.
- E. Violations-Contractor shall be required to report all violations of state and location regulations to the Contract Inspector as soon as possible. Reports shall include all obtainable information i.e. incident, time, names, vehicle description, license plate numbers, etc.

## VI. PAYMENT

- A. It is contemplated that the services to be performed as specified above will be performed during the period April 13 through October 31 unless due to high water or other circumstances, services cannot be performed.
- B. Major storm damage, high water levels, floods, other natural causes, and major construction activities may result in the closing of the recreation area or parts thereof from time to time. The Contractor shall be notified by the Contract Inspector of such a closing. No services will be performed nor shall any payment be made for periods when the areas are closed.
- C. Mowing and trimming service will be halted during extended periods of dry weather when deemed necessary by the Contract Inspector. No payment will be received when these services are not performed.
- D. Payment will be made at the contract unit price upon receipt of the invoices. Payment will be made on a monthly basis.
- E. If the Contractor fails to perform any of the work satisfactorily, no payment will be made for the work. The monthly payment will be reduced for failure to perform at a rate described below:
  - 1. Mowing and Trimming - The monthly payment will be reduced by the amount of the "Cycle Mowing and Trimming Bid", as shown on the Bid Sheet, for each week that mowing and trimming is not satisfactorily performed.
  - 2. Refusal of Payment-The monthly payment will be reduced by the amount of the service day bid, as shown on the Bid Sheet, for each day maintenance is not satisfactorily performed.
- F. If the Contractor fails to perform, at any time, and the Contract Inspector deems the work critical, Harvey County Parks Department staff may be assigned to perform this work. At the option of the Contract officer other contractors may also perform this work. If this occurs, the Contractor shall be required to reimburse Harvey County for the cost, above and beyond the Contractor's unit price, of the work performed including labor, materials, transportations and supervision. Continued unsatisfactory performance will result in termination of the contract. The Contractor will be terminated at Harvey County's option, 14 days following written notice.

## VII. ACCIDENT PREVENTION

In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the

Contractor shall comply with all pertinent provisions contained in the attached safety plan, and will also take, or cause to be taken, such additional measures as the Contract Inspector may determine to be reasonably necessary for the purposes of this contract.

#### VIII. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees and shrubs) on Harvey County public use areas. If the Contractor fails to do so and damages to any such buildings, equipment, and vegetation, the Contractor shall replace or repair the damage at no expense to Harvey County. If the said Contractor fails or refuses to make such a repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

#### IX. CONTRACT TERMINATION

Termination of this contract by the Contractor without 30 days written notice to the Harvey County parks Department will result in forfeiture of fees required to cover replacement of the mowing contractor.

#### X. FAITHFUL PERFORMANCE GUARANTEE

The Contractor will furnish 20% of the amount of the first mowing cycle, to be taken from the first payment, to guarantee faithful performance of the contract terms. This fee will be returned to the Contractor at the completion of the contract period if all conditions of the contract have been fulfilled.



The undersigned Contractor certifies that the Contract and his immediate family will perform the work performed under this contract. The Contractor also understands that should he/she employ non-family members to work under this contract that the Contractor is required to meet all state regulations concerning Workmen's Compensation and Income tax Withholding.

---

Chair, Harvey County Commission

---

Date

---

Contractor

---

Date

---

Harvey County Parks Director

---

Date

---

Contract Inspector, Harvey County Parks

---

Date

# MOWING CONTRACTOR'S SAFETY PLAN

## HAULING:

### -Passenger Safety

-Passengers shall be seated inside cab with a properly operating seat belt attached correctly

-No riders on open tailgate or on sides of pick up box

### -Backing Safety

-Passenger or driver shall walk to rear of vehicle to make visual check before backing

### -Operator Licensing

-All vehicle operators shall be currently licensed in state of residency

### -Environmental Hazards, i.e. sunburn, abrasions, chemicals, etc.

-Long or short sleeve shirt and long pants will be worn during work

-Tank tops will not be worn

## MOWING:

### Tractor Upset

-All tractors over 19hp to be equipped with rollover bars and seat belts

-Mowing will not be done on steep slopes

### Injury from Thrown Objects

-No holiday or weekend mowing

-Avoid mowing near people

-Check all areas for debris before mowing

- All guards to be kept on mower
- Discharge away from people, buildings, and campers

Foot Injuries

- Wear proper foot protection

Eye and Ear Injuries

- Have proper muffler system
- Wear ear and eye protectors

GENERAL

Accidental Movement of Vehicle While Parked

- Whenever operator leaves vehicle, parking brake will be applied

Reporting of Accident

- All accidents involving contract personal, the public or personnel will be reported to the Contract Inspector immediately

I will follow the above safety practices while performing my duties as the Mowing Contractor for Harvey County.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harvey County Parks Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Inspector, Harvey County Parks

\_\_\_\_\_  
Date