

# TOWN OF NEW IPSWICH

661 Turnpike Rd New Ipswich NH 03071

*Department of Public Works*



## INVITATION TO BID

**BID NUMBER 18-02**

### LAWN CARE

The Town of New Ipswich is requesting bid proposals for Lawn Care for the Town Office, Memorial Park, Fire Station, Bank Village Common, Appleton Common, Smithville Common, Old School House, Old Town Hall, the Smithville ball field, Center Cemetery, Smithville Cemetery, Old Burial Ground, fertilization and aeration of the fields at Memorial Park, and mulching of the Town Office and Welcome to New Ipswich sign areas.

All proposals must be submitted in a sealed envelope, clearly labeled "Town of new Ipswich Lawn Care 2018" and received at the Selectmen's Office, 661 Turnpike Road, New Ipswich, NH 03071, at or before April 17, 2018 at 3:00 p.m. The bids will be publicly opened and read aloud at a Board of Selectmen meeting on April 17, 2018 at 6:00 p.m. at the Town office. Award will be by the Board of Selectmen at a regular Board meeting.

Questions can be answered by calling Public Works Director Peter Goewey at (603) 878-2447 or by emailing [highwaydept@townofnewipswich.org](mailto:highwaydept@townofnewipswich.org).

### **GENERAL PROVISIONS**

- 1) All bids are to be submitted in a sealed envelope plainly marked "Town of New Ipswich Bid #18-02 Lawn Care" on the outside with the bidder's name and address, and the project name, and will be delivered to the Selectmen's office, 661 Turnpike Road, New Ipswich, NH 03071. Bids when opened shall be irrevocable for a period of sixty (60) days following the bid opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
- 2) The Town of New Ipswich reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities therefor in the best interest of the Town.
- 3) The Bidder shall not, directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
- 4) The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
- 5) Any changes to the provision or specification of this Bid shall be made by written addendum issued not later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
- 6) The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Regulations, Town ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
- 7) The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 8) The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgements arising in conjunction with or as a result of the Contractor's performance of this contract.
- 9) At the time of the execution of the contract, the Contractor shall present to the Board of Selectmen, proof of the required Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000 per occurrence and \$5,000,000 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable

- to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as workers compensation, insurance applicable to its employees. The Town shall not be required to indemnify or insure the Contractor.
- 10) The Contractor shall indemnify, defend, and save harmless the Town of New Ipswich and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Town of New Ipswich, its agents, employees or others.
  - 11) Upon receipt of written notice of acceptance of their bid, the successful Bidder shall execute and deliver the formal contract within ten (10) calendar days to the Town.
  - 12) A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the Specifications and the contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risk resulting from any change in the conditions which may occur during the progress of the work.
  - 13) The entire work contemplated by the contract shall be under the supervision of the Director of Public Works, and all questions concerning the prosecution of the work shall be referred to and decided by him.
  - 14) Upon receipt of an invoice for work completed, the Town will make payment to the Contractor within 30 days.
  - 15) The Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Town of New Ipswich.
  - 16) The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary, Treasurer.
  - 17) It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to the contract that a Contractor and any subcontractors shall not require any laborer or mechanic employed in the performance of the contract work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are

published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926 and be effective as of the date set forth in the revised regulation.

- 18) The Contractor shall, at all times, safeguard the Town's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.
- 19) Any of the following reasons, but not limited to, may be cause of termination of the contract or agreement entered into between the Town and vendor: fails to begin work under contract within the time specified in the notice to proceed; fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable; discontinues the prosecution of the work; fails to resume work, which has been discontinued with a reasonable time after notice to do so; becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; makes an assignment for the benefit of creditors; for any other causes whatsoever, fails to carry on the work in an acceptable manner the Town of New Ipswich will give notice, in writing, to the Contractor such delay, and default; if the Contractor does not proceed in accordance with the Notice, then the Town of New Ipswich will have full power and authority without violating the Contract to take the prosecution of the work out of the hand of the Contractor. The Town of New Ipswich may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or sue such other methods as in his opinion will be required for the completion of said contract in an acceptable manner; all extra costs and charges incurred by the Town of New Ipswich as a result of such delay, neglect or default, together with the cost of completing the work under the contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of New Ipswich the amount of such excess.

**SPECIFICATIONS**  
**2018 Lawn Care**  
**Bid Number 18-02**

- 1) The Contractor will be solely responsible for all spring and fall clean up, mowing, and trimming at the discretion and direction of the Department of Public Works (DPW) Director.
- 2) The Director of Public Works and Contractor shall agree on a mowing schedule.
- 3) Fertilization of the fields will be determined by the Director of Public Works.
- 4) The Contractor will notify the Director of Public Works when starting the work to be done and advise of the location(s) of the works being worked on.
- 5) The DPW Director shall be notified 24 hours in advance of any work.
- 6) The first areas to be trimmed, mowed, and cleaned up will be the Memorial Park, Town Office and Commons.
- 7) The work shall be completed on or before November 30, 2018.

<u>DESCRIPTION</u>	<u>RATE</u>	<u>TOTAL FOR EACH</u>
<u>Lawn Care Town Office</u>		
<u>LawnCare Memorial Park</u>		
<u>Lawn Care Fire Station</u>		
<u>Lawn Care Bank Village Common</u>		
<u>Lawn Care Appleton Common</u>		
<u>Lawn Care Smithville Common</u>		
<u>Fertilizing and aeration of fields at Memorial Park</u>		
<u>Old Town Hall</u>		
<u>Old School House</u>		
<u>Smithville ball field</u>		
<u>Mulching</u>		
<u>Cemeteries</u>		

**LUMP SUM BID \$** \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



## **USE OF PREMISES AND REMOVAL OF DEBRIS**

**2018 Lawn Care  
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The Contractor expressly undertakes at his own expense:

- 1) To take every precaution against injuries to persons or damage to property.
- 2) To comply with regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of Town activities.
- 3) To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the Town, but only when requested to do so by the Town. No charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the Director of Public Works.
- 4) Daily to clean up and legally dispose of (away from the site) all refuse, rubbish, scrap materials and debris caused by his operation including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- 5) All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

## **GUARANTEE OF WORK**

**2018 LAWN CARE  
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Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship.

- 1) Make good any work or material, or the equipment and contents of said building or site, disturbed in fulfilling any such guarantee.
- 2) In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works, and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- 3) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Town of New Ipswich may have the defects corrected and the Contractor shall be liable for all expense incurred.
- 4) All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.