

NOTICE TO BIDDERS

The Town of Clarence is soliciting quotes for grass/weed cutting services to enforce Town of Clarence Code Chapter 155-Property Maintenance. Grass and weed cutting services will be for properties in the Town that have been neglected or abandoned.

Proposals must be received at the Town of Clarence Engineering Department located at 6221 Goodrich Road, Clarence Center, New York no later than 2:00p.m, Tuesday, March 14, 2017. **Proposals must be in a sealed envelope clearly labeled "Town of Clarence Grass and Weed Cutting Services 2017-2019" to the attention of Timothy M. Lavocat, P.E., Town Engineer.**

SEE ATTACHED TOWN OF CLARENCE SPECIFICATIONS FOR WEED/GRASS CUTTING SERVICES 2017-2019.

**TOWN OF CLARENCE
SPECIFICATIONS FOR
GRASS AND WEED CUTTING SERVICES 2017-2019
UP TO A THREE (3) YEAR CONTRACT**

PURPOSE:

The Town of Clarence is soliciting bids from qualified contractors to provide mowing services (all labor, materials and equipment) as described in these specifications. Areas shall be maintained with a crisp, clean appearance as otherwise noted herein. This agreement shall be in effect for a one-year to three-year period with an option to continue year to year at the 2019 rates.

SCOPE:

The Town of Clarence Building Department is responsible for enforcing Chapter 155 of the Town of Clarence Code relative to noxious weeds and tall grass. In those instances where the owner does not cut the weeds/grass, the Town of Clarence hires a contractor to perform this service, pays the contractor and bills the property owner.

Properties are located throughout the Town and range in size from small residential sites to commercial properties. Vegetation may range from weeds and grass just over ten (10") inches tall to very overgrown properties with weeds reaching three to four feet in height. Due to the nature of the program the number of sites to be cut in any given month varies as does the cost incurred to cut the property. Over the past several years however, during the months of April through November, the number of sites needed to be enforced pursuant to our local law have averaged about 4-5 per month (weather dependent.)

In requesting bids for weed mowing and grass cutting services, the Town of Clarence makes no guarantee as to the number of sites to be cut, the frequency with which they may need to be cut or the total amount of the contract. The awarded Contractor will be dispatched to properties if or when the weeds and/or grass are in excess of the ten (10") inch maximum height creating a violation of our law.

Additional information about the program may be obtained by contacting Timothy M. Lavocat, P.E., Town Engineer at (716) 741-8952.

PRICES:

Please quote prices based on each square foot cut. The number of square feet to be cut will be determined by the Building Department and will be based on property records in the Assessor's Office and field inspections.

The square foot rate for cutting weeds/grass at 10" to 18" in height at the time the property is ordered cut is \$ _____ per square foot in 2017, \$ _____ per square foot in 2018 and \$ _____ per square foot in 2019.

The square foot rate for cutting weeds/grass above 18" in height at the time the property is ordered cut is \$ _____ per square foot in 2017, \$ _____ per square foot in 2018 and \$ _____ per square foot in 2019.

There shall be a minimum charge of \$75.00.

The Town of Clarence reserves the right to award grass and weed cutting services for one cutting season and up to three cutting seasons. The Town of Clarence reserves the right to extend the grass and weed cutting services on a year to year basis after conclusion of the 2019 contract year at the 2019 awarded rates.

RESPONSIBILITIES OF CONTRACTOR:

1. All work shall be performed in a professional, courteous, workman-like manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA safety standards.
2. Mowing season will start approximately April 15th and will end approximately November 15th of 2017, 2018 and 2019.
3. Mowing height shall be 3" for all general yard areas. Mower adjustments are to be made and measured on a flat surface.
4. **Properties are to be cut within 48 hours of the request between the hours of 7:00 a.m. and 8:00 p.m. for cutting unless unfavorable weather conditions make cutting impossible. Weekend work is acceptable. Requests for service will be communicated to the Contractor in written form or via email.**
5. Prior to cutting a grassed area the Contractor shall inspect and remove all significantly large stones, paper, plastic, tins glass bottles and other debris. All such material and debris collected from the site shall be removed and disposed of legally.
6. Trimming shall be done on same schedule as mowing using string trimmers. This standard includes fence lines, rounds in lawn trees, shrubs, buildings, etc. Areas around buildings and fences must be trimmed to a level at or below 4" wherever possible.
7. Weeds are to be trimmed in bed areas containing such materials as stone, woodchips, brick chips, etc., surrounding or bordering yard.
8. It will be the contractor's obligation to ensure that shrubs, trees, etc., be protected from damage cause by the use of mowers and weed whips. Any injury or damage shall be given remedial or corrective treatment, approved by the Town. The Town shall be notified immediately of damage incurred.
9. In residential and commercial areas all cut weeds and grass must be collected, removed from the site, and disposed of legally.
10. Other than weeds and grass that have been cut and other debris in 5 above, the Contractor is not to remove anything from the sites.
11. The Contractor shall remove all grass clippings from paved areas, channels, planted areas and the like using approved equipment. Removal of clippings from hard surfaces shall be by sweeping or "blower" and from planted areas by carefully hand raking.
12. The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
13. The Contractor shall not sublet, assign or transfer the contract or any portion or any payment due him there under, without the written consent of the Town.
14. Contractor's employees shall maintain a neat and clean appearance at all times.
15. All invoices must be received within 30 days of the date of service.

CONTRACTOR'S QUALIFICATIONS:

1. EXPERIENCE

No award will be made to a company that is in violation of any State laws or local ordinances. Bids will be accepted from companies that have been in the mowing business for a minimum of two years.

Please indicate the number of years experience in this work.

2. EQUIPMENT

The successful bidder must have equipment acceptable to perform the work. All bidders must include with their bid a list of all equipment to be used, showing model year, makes and mowing widths. The Town reserves the right to inspect the equipment at the vendor's site as part of the evaluation process. The Town of Clarence Building Department makes the final determination as to the acceptability of this equipment.

3. INSURANCE REQUIRMENTS:

All vendors bidding on this contract will provide the Town of Clarence proof of insurance at the time of awarding the contract. Insurance requirements must include a minimum of worker's compensation coverage for any employees and \$1,000,000.00 liability coverage.

RESPONSIBILITIES OF THE TOWN OF CLARENCE

1. Properties that need to be cut will be referred to the contractor as needed.

2. All work outlined in this specification will be subject to periodic field inspections by the Building Department Code Enforcement Officer. The contractor's presence may be requested during inspections at any or all of the locations specified.

BASIS OF AWARD

The Town is seeking a contractor that is conscientious, has integrity and is able to complete the work in a timely manner. The successful contractor must conduct him/her self in an appropriate manner while in the field. Therefore, in evaluating potential contractors, the Town will place emphasis on references, experience, and responsiveness to specifications.

Attached reference list must be filled out providing at least 3 names of firms including the name of a contact person and his/her telephone number to whom similar services have been provided in the past 2 years. Inability to provide qualified references may be grounds for disqualification of your bid.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

NAME OF BIDDER _____

ADDRESS _____

PHONE NUMBER _____

REFERENCES:

COMPANY NAME:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

CONTRACT DATE:

DESCRIPTION OF WORK:

COMPANY NAME:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

CONTRACT DATE:

DESCRIPTION OF WORK:

COMPANY NAME:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

CONTRACT DATE:

DESCRIPTION OF WORK:

THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE TOWN OF CLARENCE.

TOWN OF CLARENCE
GRASS/WEED CUTTING
PAGE 6

NON-COLLUSIVE AFFIDAVIT

STATE OF NEW YORK
COUNTY OF ERIE

_____, BEING DULY SWORN

deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Authorized Signature _____

Printed Name of Signatory _____

Address _____

City, State, Zip Code _____

Area Code & Phone Number _____

Subscribed and sworn to before me this _____ day of _____ 20____

Company Name _____ a notary public in and for said County.

Notary Public _____

My commission expires: _____