

Contract

GRASS CUTTING and TRIMMING SERVICES for PARKS AND RECREATION FACILITIES TOWN OF LEDYARD, CT

This is a contract for grass cutting and trimming services between F.E. Crandall (“Contractor”) and the Town of Ledyard (“Town”) in accordance with the requirements stated in the Town’s Request for Proposals 2019-03.

I. EQUIPMENT

The Contractor shall furnish the appropriate equipment and materials needed to accomplish all grass cutting according to the time schedule as determined by the Parks and Recreation Director. Grass cutting for each park, ball field, and beach must be begun and completed in no longer than two days. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The Contractor shall provide his own vehicles for transporting equipment to and from work sites. Contractor shall have sufficient personnel to carry out all job assignments according to the time schedule set forth by the Director of Parks and Recreation.

II. CUTTING SEASON

Cutting season commences in mid-April with final cutting in mid-November. Two cuttings per week will be required April through June and September through November as determined by the Parks and Recreation Director.

III. CUTTING HEIGHTS

Grass at all sites is to be at the height of two inches at all times at all athletic facilities, parks, beach area, open spaces and soccer fields. All areas are to be trimmed.

IV. LOCATIONS OF FACILITIES FOR GRASS CUTTING

See Schedule A for list of locations to be cut. It is the responsibility of the Contractor to be familiar with each facility and the grass cutting requirement of each.

V. GENERAL CONDITIONS

The ultimate objective of the labor and services to be provided by the Contractor is that the athletic fields, parks, beach, playgrounds and picnic grounds shall be kept in good repair and free of debris according to the needs of the Parks and Recreation Department Director. Accordingly,

the Contractor guarantees that it has sufficient equipment, experience, and expertise to determine the time and number of employees necessary to accomplish said objective.

Contractor agrees to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities and usable parks and beaches and/or other properties under the jurisdiction of the Parks and Recreation Department.

VI. SCHEDULING AND RESPONSE TIME

Contractor's work will be done at such times as facilities are not scheduled for official functions. Work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town. It is the responsibility of the Contractor to make himself aware of all necessary dates, opening days and special events two weeks prior to the commencement of those events.

The Contractor shall respond to all inquiries made by the Director or his designee in no greater than four (4) hours, seven days per week for the length of this contract.

It is the responsibility of the Contractor to check in with the Parks and Recreation staff daily to inquire of last-minute items or additional needs. Contractor is to call the office of the Ledyard Parks and Recreation Department, Monday through Thursday, between the hours of 7:30 a.m. and 8:30 a.m. for updates. If the Director is not available, his designee will inform the Contractor of current needs.

VII. CONDITIONS OF WORK

The Contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of this contract, and shall complete the entire work to the satisfaction of the Parks and Recreation Director.

VIII. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, or during inclement weather, or whenever the Parks & Recreation Director shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Parks and Recreation Director, work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

IX. PROTECTION OF WORK AND PROPERTY – EMERGENCY

The Contractor shall at all times safely guard the Town's property from damage or loss in connection with this contract. Contractor shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage or loss unless such be caused directly by errors contained in the contract, by the Town, or its duly authorized representatives.

In case of an emergency which threatens loss or damage of property, and/or safety of life, the Contractor will be allowed to act, in a diligent manner. Contractor shall notify the Parks and Recreation Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Parks & Recreation Department for approval.

X. REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Town on a monthly basis all schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract.

XI. PAYMENTS

- A. Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection and approval of the Parks & Recreation Director and/or his designee.
- B. The Contractor shall pay for all materials, tools, and other expendable equipment at 100% of the cost NO later than 30 days after delivery of said materials, tools, and equipment to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the Parks & Recreation Director. The balance of the cost thereof is to be paid before the final payment to the Contractor and acceptance by the Town. Unpaid outstanding bills for materials, tools, and equipment shall constitute an incomplete project and will delay final payment to the Contractor.

XII. REQUIREMENTS: GENERAL INSURANCE

The Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of said insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the Parks & Recreation Director and/or his designee.

The Contractor must carry insurance under which the Town is named as an assured as follows:

- A. Worker's Compensation – as required by State Statute

- B. Commercial Liability as follows:
\$2,000,000 – General Aggregate
\$2,000,000 – Products Completed Operations Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 - Each Occurrence Bodily Injury and Property Damage
\$ 100,000 – Fire damage, Any One Fire
\$5,000 – Medical Payments, Any One Person Including Explosion
Collapse & Underground
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be underwritten by insurance companies licensed in the State of Connecticut. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance must be submitted to the Town of Ledyard Finance office within 30 days of signing the contract and each year of the contract thereafter.

Failure to provide and maintain the required insurance shall be a willful and substantial breach of this contract.

XIII. PERFORMANCE MATERIALS AND LABOR BOND

A Performance, Materials, and Labor Bond in the amount of \$20,000 is required from the Contractor for the faithful performance of the contract. The bond must for the Town of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted prior to the commencement of any work under the contract.

XIV. INDEMNIFICATION

Contractor shall indemnify the Town of Ledyard and hold it harmless from and against any actual or alleged claims, losses or damages due to injuries to persons or damage to property arising out of or resulting, in whole or in part, from either Contractors activities under this contract, or failure to perform, its obligations under this contract, in each case except to the extent caused by the negligent acts or omissions of the Town of Ledyard or any of its subcontractors, agents or employees, and not covered by insurance maintained, or required hereunder to be maintained, by Contractor.

XV. DEFAULTS

If the Contractor fails to perform any provisions of this contract, the Town of Ledyard after a five (5) day written notice to the Contractor to remedy such failure, the Town, without prejudice shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be

paid from the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor. Any expense or cost arising out of the Contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongfully supplied may be paid by the Town from the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor.

XVI. SPECIAL CONDITIONS

Special care shall be taken to prevent contamination or muddying, silting, or interfering in any way with stream flows during work. No waste matter of any kind will be allowed to discharge into the streams or impounded waters of any ponds or other bodies of water.

XVII. PROBATION

The first two (2) months of this contract will be considered a trial period. This is a period of adjustment and evaluation during which either the Contractor or the Town of Ledyard may terminate this contract for any reason. This period shall provide the Town with the opportunity to carefully assess the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he is satisfied with the conditions of this contract.

XVIII. CONTRACT

The period of the contract will be from July 1, 2019 through June 30, 2023 with an OPTION to renew at the same terms and at the pricing stated on the bid form for an additional two (2) years upon mutual consent of both parties. The Town's exercise of the option to renew will be based upon satisfactory seasonal evaluations, sufficient operating budget appropriation, overall performance, response time, cooperation, job productivity, and, most importantly, dependability.

XIX. EVALUATIONS

Evaluations will be completed three (3) times per year based upon the following schedule:

- 1st evaluation will be for the months of July and August. The evaluation will be presented to the Parks and Recreation Commission by the Director in September.
- 2nd evaluation will be for the months of September, October and November. The evaluation will be presented to the Parks & Recreation Commission by the Director in December.
- 3rd evaluation will be for the months of April, May and June. The evaluation will be presented to the Parks and Recreation Commission by the Director in July.

The Contractor at any time may request to meet with the Director or the Facility and Maintenance Committee of the Parks and Recreation Commission to discuss any evaluation or any other items pertaining to this contract. The Contractor will have the opportunity to resolve any negative evaluations within (30) days of learning of the evaluation. If the negative evaluation is not resolved to the satisfaction of the Parks and Recreation Director or the Parks

and Recreation Commission, the Town may deem this a breach of the terms of the contract and may void the contract.

XX. CONTACT PERSON

Please direct all inquiries concerning the performance of this contract to Scott Johnson, Jr., Director of Parks and Recreation, at 860-464-9112.

XXI. CONTRACT PRICE

The contract price for the four-year period July 1, 2019 through June 30, 2023 is agreed to be \$184,000, payable in the amount of \$46,000 per year in accordance with Section XI.

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Fred B. Allyn, III -- Mayor
On behalf of the Town of Ledyard, Connecticut

Date

Date

SCHEDULE A: GRASS CUTTING SITES

SITE

LOCATION

Purdy/Clarks Field	Town Farm Road
Pfizer's Field	Route 214
Christy Hill	East Drive
Highland's Lake	Shewville Road
Aljen Heights	Aljen Avenue
Sawmill Park	Iron Street (Rte 214)
Model Park	Model Park Road (Highlands area)
Board of Ed/Parks & Rec Office	Blonders Boulevard
Colonel Ledyard Park (all athletic facilities and park)	Blonders Boulevard
Judge Crandall Complex (all athletic facilities and surrounding areas)	Junction Routes 12 & 214
35 Country Club Road (old well house)	Country Club Road, Ledyard
Erikson Park	Military Hwy
Donahue Playground	Winthrop Road
Ledyard Girls League main field	Ledyard Middle School (fenced field)

