

Contract

ROUTINE MAINTENANCE SERVICES LEDYARD, CONNECTICUT PARKS AND RECREATION FACILITIES

Based on the bid submitted in response to Request for Proposals 2019-04, Landcare and Design agrees to provide routine maintenance services to the Town of Ledyard Parks and Recreation facilities in accordance with the requirements stated in the Request for Proposals and per the bid amount provided by Landcare and Design, as follows.

I. EQUIPMENT

It is the responsibility of the Contractor to determine the appropriate equipment and materials needed to accomplish all routine maintenance according to the time schedule needs determined by the Parks and Recreation Director.

The Contractor will furnish all routine maintenance equipment as required, including oil and gas for all equipment.

III. LOCATIONS OF FACILITIES FOR ROUTINE MAINTENANCE

See Schedule B for list of facilities requiring routine maintenance.

The facilities have the necessary basic support equipment such as bases, home plates, pitcher's plates, soccer goals, football goals, player benches, bleachers, trash cans, tennis nets, basketball nets, etc. All support equipment must be stored properly during the winter months.

IV. SCOPE OF WORK

The Town of Ledyard Parks and Recreation facilities shall be maintained as follows:

A. SPRING PREPARATION OF ALL ATHLETIC FACILITIES

All baseball, softball, T-ball, soccer. This includes and shall not be limited to the following services; rototilling of all infields, baselines, edge cutting of all infields and base paths, rebuilding of all pitcher's mounds and home plate areas, rolling of all infields and outfields, liming, filling low areas in the infields and outfields, installation of pitcher's plate, home plate, bases, backstops (plastic), safety fencing (plastic) and other related work to ensure daily safe and playable athletic facilities.

- Deliver marking lime, rakes, shovels, etc. to all aluminum boxes.
- Move all bleachers as required.

- Check flagpole at Judge Crandall.
- Distribute aluminum boxes.
- Placement of trash cans, player benches, and picnic table.
- Spread loam/clay/sand/or beam clay.
- Fields to be laid out per league requirements.
- All fields to be rolled prior to spring play.
- Repair of all bleachers, player benches and picnic tables.
- Install soccer and lacrosse goals and paint the fields.

The Ledyard Parks and Recreation Department's spring baseball season traditionally opens in mid-April, and the maintenance work is usually completed by late July. However, maintenance work on some facilities may vary according to the particular needs of a facility and league.

B. SPRING PREPARATION OF HIGHLAND'S LAKE

This includes and shall not be limited to the following services: Installation of buoy lines, placement of aluminum boxes, boats, picnic tables, spread sand, drag beach, installation of volleyball net and necessary sand for court, installation of horseshoe pits, fill if needed, install/repair picnic area, add sand to playground, make necessary repairs to playground, small pavilion and grills, fill holes in parking lot, install necessary beach and safety signs, and other related work to ensure safe and clean beach area.

Highland's Lake traditionally opens to the public by mid May.

C. SPRING PREPARATION OF SAWMILL PARK, MODEL PARK, ERICKSON PARK AND LEDYARD FAIR GROUNDS

This includes and shall not be limited to the following services: Install all safety signs, picnic tables, benches, grills, clean entire area, make necessary repairs to swing set, slides, etc., remove brush/leaves, and all other related work to ensure safe and clean parks.

Maintenance work on Sawmill Park, Model Park and Erickson Park facilities commence in mid-April and stops the end of November.

D. ROUTINE MAINTENANCE TO ALL ATHLETIC FACILITIES

All baseball, softball, T-ball, lacrosse and soccer fields. This includes and shall not be limited to the following services: Dragging, painting, liming, filling holes, inspecting and making necessary repairs to bases, home plates, pitcher's mounds, safety fencing, rolling the infield and outfield of all fields, backstops, player benches, checking and adding marking lime if necessary. This to be done every Monday, Wednesday, and Friday of the playing season. Also includes all other related work to ensure safe and playable athletic facilities.

Infields located at Judge Crandall, Colonel Ledyard Park, Pfizer's and Christy Hill to be rototilled every two weeks. Outfields of all fields (aforementioned fields) to be aerated every two weeks.

Ledyard Parks and Recreation Department's spring baseball season traditionally commences in mid-April and the maintenance work is usually completed by late July. However, maintenance work on some facilities may vary according to the particular needs of the facility and league.

E. ROUTINE MAINTENANCE OF SAWMILL PARK, MODEL PARK, ERICKSON PARK AND FAIRGROUNDS

This includes and shall not be limited to the following services: Cleaning of entire picnic area, inspection/repair of picnic tables, cooking grills, replacement of bulbs, inspection and repair to playground equipment, inspection of tennis net/volleyball nets/basketball nets. Stain playground apparatus, repair/add landscaping timber, and add sand or other materials per the Parks and Recreation Director. Inspections to be done at least twice per week to ensure a safe and usable park.

Colonel Ledyard Park traditionally opens mid-April and officially closes mid-November.

F. ROUTINE MAINTENANCE OF HIGHLAND'S LAKE

This includes and shall not be limited to the following: Dragging (2 days per week) of beach prior to 8:00 a.m., cleaning of debris on the beach, rake out and fill depressions, fill and drag beach after heavy rainfall, fill and drag parking lot, check and repair lifeguard stands, fencing, volleyball court and playground area. Horseshoe pits, grills, park benches, picnic tables, pavilion, parking lot and other related work to ensure a safe and clean beach area. Highland's Lake traditionally opens to the public by mid May. Lifeguard coverage begins mid June, swim lessons begin last week in June and end second week of August, and lifeguard coverage ends Labor Day. Additional requirements are as follows; distribute aluminum boxes, drag volleyball court and add sand or clay when required.

G. FALL PREPARATIONS OF ALL SOCCER, FALL BASEBALL AND FOOTBALL FIELDS, AND SOFTBALL FIELDS.

This includes and shall not be limited to the following services: Layout of all soccer, fall baseball, and football fields per league instructions; erection of all soccer goals; fill depressions in the infield and on the field itself; install all soccer nets; weekly painting of all soccer fields on Wednesdays and football fields on Thursdays or Fridays; move bleachers, player benches and trash cans as required; dismantle fencing at Clark's Field; check flag pole at Judge Crandall; all football and soccer fields must be rolled; check lighting system at Judge Crandall and Clark's Fields; and ensure safe and playable athletic facilities. Fertilizing, seeding, and liming of all facilities each fall, which are:

Judge Crandall, Pfizer's Field, Colonel Ledyard Park, Clark's Field, Purdy Field and Ledyard Middle School.

Season traditionally begins mid August and ends mid November. Additional requirements are as follows:

- Distribute bleachers, player benches, aluminum boxes and trash cans.

H. ROUTINE MAINTENANCE TO ALL SOCCER AND FOOTBALL FIELDS

This includes and shall not be limited to the following services: Weekly painting of all football and soccer fields, inspection of all goals, nets, bleachers, trash cans, removal of any surface rocks, and fill all depressions. Seed all worn areas on the football field and all soccer fields and aerate every week.

Note: Due to weather, football and soccer fields may be painted more than twice per week.

I. LEAGUE (SOFTBALL AND BASEBALL) OPENING DAY REQUIREMENTS.

Opening Day Ceremonies of Ledyard Leagues are as follows:

- Ledyard Girls Softball League traditionally conducts Opening Day on the last Saturday in April with the following Sunday scheduled as a rain date.
- Ledyard Youth League traditionally conducts Opening Day on the first Saturday in May with the following Sunday scheduled as a rain date.

The following requirements will be accomplished prior to 8:00 a.m. and to the satisfaction of League Officials on scheduled opening day (including rain date) for the Ledyard Youth League and the Ledyard Girls Softball League.

1. Ledyard Youth League

All spring preparatory work must be done. All bleachers must be in place with trash cans etc. The following fields will be used for Opening Day Ceremonies:

- 2 at Judge Crandall
- 2 at Pfizer's
- 2 at Colonel Ledyard Park
- 2 at Ledyard High School

The following must be done prior to ceremonies:

- Lime box areas, lime first base and third base lines
- Paint foul lines
- Drag then hand rake infields

- Install bases
- Check pitcher's mounds
- Clean entire area
- Any other items as desired by League Officials

2. Ledyard Girls Softball League

All spring preparatory work must be in place with trash cans, etc. for Opening Day. The following fields will be used for Opening Day:

- 2 at Middle School
- 1 at Ledyard Center School
- 1 at Pfizer's Field

The following must be done prior to ceremonies:

- Lime box areas, lime first base and third base lines
- Paint foul lines
- Drag, then hand rake infield
- Install bases
- Check pitcher's mounds
- Clean entire area
- Any other items as desired by League Officials.
- All work must be completed by 8:00 a.m.

J. SUPPORT MAINTENANCE

This includes and shall not be limited to the following services: Moving bleachers, aluminum boxes, picnic tables, playground boxes, player benches, sporting equipment such as basketball backboards, repair/install indoor soccer goals, repairing backstops, safety fencing, etc., spreading loam, clay, sand, fertilizing, seeding, making necessary repairs to any and all support/park/beach equipment aerate fields, seeding of all main athletic facilities, necessary repairs to all playground including additional sand, stain playground equipment, lumber, support equipment, all labor, equipment necessary for special events such as, softball, hardball, soccer tournaments and any other type of Special Activities.

K. PLAYGROUND AND BEACH OPERATIONS

This includes and shall not be limited to the following services: Deliver all necessary equipment to designated sites, deliver aluminum boxes, playground boxes, picnic tables and other equipment that is required to operate the beach and all playgrounds.

L. TOURNAMENTS

End of the season games or tournaments are held for Football, Soccer, Softball, Baseball, Wrestling, and Basketball and other related sports or activity sponsored by Ledyard Parks and Recreation Department and its co-sponsors.

1. FOOTBALL AND SOCCER.

All locations must be painted daily during the tournament, bleachers, trash cans, safety fencing, goals nets, player benches, trash cans, player boxes, safety fencing, lime, limers, and paint machines, all must be in place before games commence. All low areas must be filled with loam and seeded then rolled. All safety fencing be it green, white, or orange, must be installed per league instructions and any and all other related items necessary for a safe and successful tournament. Weekdays the fields must be ready by 4:00 p.m. and on weekends the fields must be ready by 7:00 a.m.

2. SOFTBALL AND BASEBALL.

All locations must be painted, limed, dragged, cleaned, trash picked up daily during the tournament, bleachers, trash cans, safety fencing, all home plates, pitcher's plates, bases, break-a-ways or anchor must be installed and recalculated for distance. Fill all holes be it in the infield or outfield, spread infield mix, rototill and roll both the infield and outfield, all safety fencing including fencing for dugouts and other safety features. All steel boxes must have lime, limers, quick dry, shovels, rakes, first aid kits, and bases. Weekdays the fields must be ready by 4:00 p.m. and on weekends fields must be ready by 7:00 a.m.

3. WRESTLING AND BASKETBALL.

All mats, junior size basketball backboards, all cages, all basketball equipment, cleaning materials, tables, and chairs must be transported to various schools in Ledyard or to Colonel Ledyard Park.

4. SPECIAL TOWN WIDE ACTIVITIES.

There may be requests from time to time to move picnic tables, bleachers, and other items required for the Ledyard Fair in September, Memorial Day Parade, Children's Day and other Town wide activities.

M. PLAY AREAS

This includes and shall not be limited to the following services: spreading woodchips, repair of play sets, clean area twice (2) weekly, repair playground 4X4 borders and remove graffiti.

The play areas are:

- Highland's Lake on Shewville Road, Ledyard
- Aljen Heights on Aljen Avenue, Ledyard
- Model Park on Model Park Road, Ledyard
- Pfizer's Field on Route 214, Gales Ferry

- Colonel Ledyard Park on Blonder's Boulevard, Ledyard
- Donahue Property on Winthrop Drive, Gales Ferry
- Christy Hill on East Drive, Gales Ferry

V. GENERAL CONDITIONS

The Contractor will furnish all equipment, including oil and gasoline for equipment. 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 will provide his own vehicles for transporting equipment to and from work sites.

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 and the Youth Leagues of the Town of Ledyard. Accordingly, the Contractor will be required to guarantee and warrant that they have sufficient equipment, experience, and expertise to determine the time and number of employees necessary to accomplish said objective in his/her proposal.

Due to the nature of said work, sufficient latitude will be provided 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

The schedule for maintenance will be done at such times as facilities are not scheduled for official functions and any work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town. All necessary dates, opening days and special requirements shall be formulated by Contractor two weeks prior to the commencement of various league functions and other activities.

The Contractor's response time will be 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 Friday, 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, specifications, and shall complete the entire work to the satisfaction of the Parks and Recreation (P&R) Director.

VIII. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, or during inclement weather, or whenever the P & R 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 P & R 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 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. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Town, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act in a diligent manner. He shall notify the P&R Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the P & R 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 P&R 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 P&R Director. The balance of the cost thereof is to be paid before the final payment and acceptance by the Town. Unpaid

outstanding bills for materials, etc., constitute an incomplete project and will hold up 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 P&R 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 by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. 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 Finance office within 30 days of signing the contract and each year of the contract thereafter.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

XIII. PERFORMANCE and LABOR AND MATERIALS BONDS

A Performance, Labor and Materials Bond in the amount of \$20,000 will be required from the successful bidder for the faithful performance of the contract. The bonds must be made out in favor of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted within thirty (30) days of the notification of award and prior to the commencement of any work under the contract.

XIV. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its officers, agents, and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents, and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Ledyard for damage to property of the Town of Ledyard caused by the contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract. Use State of Connecticut Department of Transportation, Form number CON-32 entitled Certificate of Insurance.

XV. DEFAULTS

If the Contractor shall fail in the prosecution of the work under this contract, 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 refusal of neglect of the Contractor to remedy such failure, the Town without prejudice to any other remedy the Town may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be paid for 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 for the account of the Contractors 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 along the line of work. No waste matter of any kind will be allowed to discharge into the streams flows 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 assist the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he (she) 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. A contract and all insurance forms are to be signed and in effect for each contract within 30 days of signing the contract.

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 the contract or maintenance of Ledyard's facilities. The Contractor will have the opportunity to resolve any negative evaluations; if 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 \$324,000, payable in the amount of \$81,000 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

Paul Ondreika

Date

EXHIBIT A: FIELDS AND ACTIVITIES

NAME	LOCATION	USED BY	DATES	EQUIPMENT	ACTIVITIES
Purdy/Clark's Field	Town Farm Rd.	Soccer Club Lacrosse	Mid April to end of November	Complete fencing with safety fencing, backstops, soccer goals, lighting system	Lacrosse Soccer
Judge Crandall Complex 2 ballfields 1 football field	Junction of Rte 12 and Rte 214	Ledyard Youth League	Mid April to end of November	Backstops, safety fencing, concession and storage building, football goals, lighting, irrigation system	Baseball Football
Pfizer's Field 3 ballfields 1 soccer field	Rte 214	Ledyard Youth League Soccer League Play area	Mid April to end of November	Backstops, safety fencing, soccer goals, playscape	Baseball Softball Soccer Play Area
Colonel Ledyard Park	Blonders Blvd.	General public Ledyard Youth League Recreational League Ledyard Soccer Club Ledyard High School	Mid April to end of November	2 ball fields w/ safety fencing, storage/restrooms, soccer field, basketball and 2 tennis courts, horseshoe pits, 1 1/2 miles of trails, picnic tables, playground equipment, 50' x 100' pavillion w/ lights, park benches, and playscape	Baseball Soccer Picnics Playscape
Model Park	Model Park Road in the Highlands	General public -- play area	Year round	Playscape	Play area
Aljen Heights 1 ball/soccer field	Aljen Avenue	Ledyard Girls League Ledyard Soccer Club	April to November	Safety fencing, backstop, playscape	Softball Soccer Play area
Christy Hill 1 field	East Drive	Ledyard Youth League Ledyard Girls League	April to November	Safety fencing, backstop, playground/basketball court, playscape	Baseball Softball Play area
Sawmill Park	Route 214	General public	Year round	Winter skating; Historic District operation of sawmill	
Highlands Lake	Shewville Road	General public	Mid April to Nov	Rafts, buoys, picnic tables, boats, lifesaving equipment, pavilion, sand volleyball court, mobile restroom	Open swim Family picnic
Ledyard Middle School 2 softball fields 3 football fields 3 soccer fields	Route 214	General public, Navy Ledyard Youth League Girls Soccer, Lacrosse Recreational League	First of April to end of November	Two backstops, soccer and lacrosse goals, safety fencing, walking path	Softball Soccer Football Lacrosse Walking path
Donahue Property 1 field	Winthrop Road	General public	Year round	Large playscape	Play area
Erickson Park	Military Highway	General public	April to Nov	Park and picnic area, canopy	
Ledyard Fairgrounds	Ledyard Center	General public Ledyard Fair	April to Nov		Softball

