

Contract

TURF MANAGEMENT SERVICES for TOWN OF LEDYARD PARKS AND RECREATION FACILITIES LEDYARD, CONNECTICUT

This is a contract for turf management services between M&M Hydroseeding, LLC (“Contractor”) and the Town of Ledyard (“Town”) in accordance with the requirements stated in the Town’s Request for Proposals 2020-07.

I. SPRING REQUIREMENTS (April to May)

- Schedule soil test at all sites. Review and recommend course of action to the Parks and Recreation Director.
- Roll all fields.
- Core Aerate and seed slice all fields.
- Fertilize all fields.
- Crab grass control on all fields.
- Spot seed soccer and Lacrosse fields bi-weekly.

II. FALL REQUIREMENTS (August to September)

- Schedule soil tests at all sites. Review and recommend course of action to the Parks and Recreation Director.
- Roll all fields.
- Core Aerate and seed slice all fields.
- Fertilize all fields.
- Spot seed football and soccer fields bi-weekly.

III. SUMMER REQUIREMENTS

- Weed control on all fields.
- Fertilize all fields.
- Grub Control on Depta Field and Judge Crandall Field.

IV. WINTER REQUIREMENTS (November to December)

- Aerate and core aerify in two directions, diagonally.
- Overseed all fields.

V. GENERAL CONDITIONS

The successful Contractor will be required to execute a contract with the Town for the services to be provided no later than 30 days after award of the bid.

The successful Contractor will be required to 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 successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields 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 successful 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 submitting his/her proposal.

Due to the nature of said work, sufficient latitude is provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities under the jurisdiction of the Parks and Recreation Department.

VI. SCHEDULING AND RESPONSE TIME

Any 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 also agreed to by both parties that all necessary dates, opening days and special requirements shall be formulated two weeks prior to the commencement of various functions.

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 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, 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, during inclement weather, or whenever the P & R Director directs, 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 have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors 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 safeguard 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 damage be caused directly by errors contained in the contract or by the Town, or its 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. COMPLETION OF CONTRACT

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract.

XII. PAYMENTS

- Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection/approval of the P&R Director and/or his designee.

- The Contractor shall pay for all materials, tools, and other expendable equipment to the extent of 100% of the cost thereof, NO later than 30 days after delivery of said materials, etc., 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 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.

XIII. REQUIREMENTS: GENERAL INSURANCE

The Contractor shall 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 insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the Parks and Recreation Director and/or his designee.

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

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

XIV. PERFORMANCE and LABOR AND MATERIALS BONDS

A Performance, Labor and Materials Bond in the amount of \$20,000 is required. The bond 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. A bond that is renewed annually is allowed.

XV. 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.

XVI. 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, 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 Contractor and deducted from the contract sum then or thereafter due the Contractor.

XVII. 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.

XVIII. PROBATION

The first six (6) 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/she is satisfied with the conditions of this contract.

XIX. CONTRACT

The period of the contract will be from April 1, 2020 until June 30, 2023 with an option to renew at the same terms 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.

XX. 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.

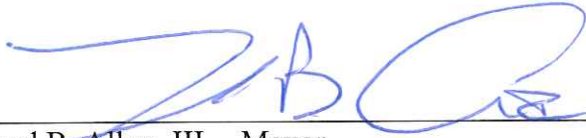
XXI. CONTACT PERSON

Please direct all inquiries to Scott Johnson, Parks and Recreation Director, at (860) 464-9112.

XXI. CONTRACT PRICE

The contract price for the thirty nine month period April 1, 2020 through June 30, 2023 is agreed to be \$112,000, payable in the amount of \$8,616 for April through June, 2020, and \$34,462 per year in fiscal years 2021, 2022, and 2023, 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

3/25/2020

Date

Mike Mooney
On behalf of M&M Hydroseeding, LLC

Date

SCHEDULE A: TURF MANAGEMENT FACILITIES

FACILITY	LOCATION
Judge Crandall Complex	Route 12, Gales Ferry
Depta Field & 2 Baseball- Fields at Colonel Ledyard Park	Blonders Boulevard, Ledyard
Purdy and Clarks Field	Town Farm Road, Ledyard
Babe Ruth Field at Pfizer Field Complex	Route 214, Gales Ferry