

**Franklin County Conservation
1002 Central Ave West
P.O. Box 164
Hampton, IA 50441
641-456-4375**



Request for Proposals

Mowing Franklin County Parks and Recreation Areas

Bids Due:

Friday, March 13th, 2020 by 4:00 PM

Contact:

**Ned Parker, Director
Franklin County Conservation
1002 Central Ave W
PO Box 164
Hampton, IA 50441
(641) 456-4375
nparker@co.franklin.ia.us**

The Franklin County Conservation Department, acting through the Franklin County Conservation Board (hereinafter "County") invites qualified lawn care/landscaping contractors to submit bids for mowing services at a number of the county's parks and recreation areas.

Included are descriptions of areas to be mowed, a bid sheet and a sample contract. The county intends to enter into an initial one-year contract with the selected bidder for mowing services for the 2020 mowing season with the option of renewing the contract for up to 5 years (through the 2024 mowing season) thereafter at the county's sole discretion.

Background

The county seeks a single contractor for mowing, line trimming and related services at all of the locations described in **Appendix A**. However, if the contractor is only interested in mowing some, but not all areas, please indicate which areas you are bidding on. Bids should be submitted by filling out the bid sheet in **Appendix B**.

The contractor, its agents, and employees are to be considered by the Franklin County Conservation Board as independent contractors. No employer or employee relationship between the Conservation Board and the Contractor is to be created by this agreement.

Maps attached are for reference only. Bidders are encouraged to make an on-site visit to each area to verify mowing locations prior to submitting a bid.

Payment

Bids shall be priced per cycle on the form in **Appendix B**. Invoicing shall be monthly, based on the number of cycles completed in that month.

Information to Accompany Proposal

Bids will be accepted in hard copy via US mail or digitally via email. Bids must be received by the Conservation Office by 4:00 PM on Friday, March 13th, 2020. Bid documents should include the following:

- Contractor's contact information including company name, address, phone number and name of contractor's main point of contact.
- Qualifications, including a description of available staff and equipment, relevant experience in lawn care and at least 3 references.
- Cost: Fill out the attached proposal sheet in Appendix B
- Proof of insurance as outlined in the sample contract in Appendix C.

Evaluation and Timeline

Bidders shall be reviewed according to the following criteria:

- Qualification and experience in mowing
- Comments from references
- Cost
- Meeting insurance requirements

Selection of the contractor will be based on the proposal that, in the opinion of the Franklin County Conservation Board, serves the best overall interests of the county. Selection will be made at the April Conservation Board meeting following the submission deadline. The county reserves the right to reject any and all proposals.

Appendix A- Mowing Locations

All areas currently being mowed are to be included in the bid unless otherwise specified

Area	Location	Size of Mowed Area	Special Instructions
Ackerman WMA	260 Oakland Drive, Alden, IA 50006	0.14 acres	Parking area only
Alverson WMA	200 Oakland Drive, Alden, IA 50006	0.1 acres	Parking area only
Handorf Park	2470 Highway 3, Hampton, IA 50441	2.13 acres	Roadside ditch and park area
Interstate Lake	1285 Eagle Ave, Coulter, IA 50431	1.5 acres	Entrance areas and perimeter trail
Mallory Park	1442 95 th Street, Hampton, IA 50441	5.66 acres	Campground and North side off of Mallory Dr
Popejoy Park	313 Dogwood Ave, Popejoy, IA 50006	2.08 acres	Includes area surrounding pond
Robinson Park	1632 Quail Ave, Hampton, IA 50441 and 1619 Country Club Ln	9.6 acres	Includes hiking trail, North driving range and South park area

Appendix B – Contract Mowing and Trimming Bid Sheet

Area	Length of Cycle	Cost per cycle
Ackerman WMA	14 day	\$
Alverson WMA	14 day	\$
Handorf Park	7 day	\$
Interstate Lake	10 day	\$
Mallory Park	7 day	\$
Popejoy Park	10 day	\$
Robinson Park	8 day	\$

Appendix C:

Mowing Contract

This agreement is made between the Conservation Department of Franklin County, acting through the Franklin County Conservation Board (County) and _____ (Contractor), for ground maintenance services to the facilities described herein in Appendix A.

Intention of Contract

The sole purpose of this contract is to establish standards that maintain the County's parks and recreation areas in a clean and attractive manner that portrays well kept, professional facilities.

The contractor shall coordinate all grounds maintenance service activities with the County's designated representatives, which shall be the Director or their designee.

The contractor, its agents and employees are to be considered by the County as independent Contractors. No employer or employee relationship between the County and the Contractor is to be created by this agreement.

Terms of Agreement

This agreement is effective on the date it is last signed below and continues in full force and effect to and including October 16th, 2020.

Scope of Services

1. The contractor shall furnish all materials, labor, equipment and insurance to complete the work detailed in these specifications, or reasonably therein, to the satisfaction of the department director.
2. The contractor shall, without additional expense to the County, be responsible for obtaining and providing to the County copies of any necessary licenses and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the performance of the services herein provided.
3. All grass areas as outlined in Appendix A shall be mowed according to the length of cycle listed above. If inclement weather does not allow for completion of scheduled mowing activities, these cycles may be shifted in consultation with conservation staff. The following areas will be mowed the weeks preceding Memorial Day, 4th of July and Labor Day weekends: Interstate Lake, Robinson Park, Mallory Park as set forth in Appendix B.
4. If, after mowing, excessive cut grass accumulates on the mown area, raking, removal or mowing a second time to spread out the clippings shall be done prior to leaving the site.
5. All leaves, limbs and litter and other such debris of an unsightly nature shall be removed from the parks prior to mowing. Limbs may be deposited in un-mowed park areas.
6. During the completion of duties specified herein, any contact with the general public shall be conducted courteously.
7. Mowing and maintenance shall be done in order to not interfere with park activities. Mowing shall be accomplished on Monday through Thursday between the hours of 7 AM and 8 PM or

Fridays between the hours of 7 AM and 3 PM with no mowing permitted on Saturdays and Sundays or the following holidays: Memorial Day, 4th of July, and Labor Day.

8. Mowing and trimming equipment will be selected and adjusted in such a way as to prevent scalping/tearing of turf.
9. All parks shall be line trimmed at the same time the mowing is done. Generally line trimming is required wherever turf meets a vertical surface. Care should be taken to avoid damage to trees or other materials from line trimming. Trimming is required around trees with cages, but is not required around the large trees. All pavement in and adjacent to the parks shall be left clear of grass clippings after mowing.
10. Leaves shall be mulched with mower blades in the fall.
11. The personnel that are performing maintenance activities at any site shall come under the direct responsibility of the Contractor. The personnel shall be competent, experienced and skilled lawn and plant maintenance-oriented people.
12. The Contractor shall at all times enforce strict discipline and good order among Contractor's representatives. The contractor shall utilize only personnel who are, in the opinion of the County, satisfactorily and sufficiently skilled to perform the tasks specified in this agreement.
13. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the agreement. The Contractor shall take all reasonable action to prevent damage, injury or loss to: (1) All employees on the project and other persons who may be affected thereby, (2) the project and all materials to be incorporated therein, and (3) other property at the site or adjacent thereto.
14. All materials brought to the site are the responsibility and liability of the Contractor.
15. The Contractor will be responsible to the immediate notification to conservation staff all damages to property that is caused by the Contractor, Contractor's employees and/or subcontractors.
16. The contractor shall immediately report to conservations staff any unusual and/or potentially hazardous conditions which are observed during the performance of work. These reports shall include the specific location and nature of the problem.
17. The Contractor will notify conservation staff of facilities that require maintenance beyond the scope of the contract. These reports shall include the specific nature and location of the problem.
18. Contractor will report all violations of state and local regulations to conservation staff as soon as possible. Reports shall include all obtainable information, i.e. incident, time, names, vehicle description, license plate numbers, etc.

Indemnity

The Contractor agrees to indemnify, hold harmless and defend the County, the County's officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs occasioned by the Contractor's occupancy or activities conducted in connections with or incidental to this agreement and arising out of or resulting from the intentional acts or negligence of the Contractor, Contractor's officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees or visitors. Nothing herein shall be construed as requiring Contractor to indemnify County for actions or damages caused by the negligence or intentional acts of County.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, visitors and other persons, as well as their property, while in or on the premises.

It is expressly understood and agreed that the County shall not be liable or responsible for the negligence of the Contractor, its agents, servants, employees and visitors.

Insurance

The Contractor will provide and maintain, at its own expense, a current copy of the Contractor's Certificate of Insurance, including liability, worker's compensations, and vehicle insurance. Minimum coverage amounts are \$100,000/\$300,000. Upon execution of a contract for services, the Contractor further agrees that with respect to the required insurance, the County shall:

- Be named as an additional insured/or an insured, as its interest may appear AND
- Be provided with a waiver of subrogation AND
- Be provided with 30 days advance notice, in writing, of cancellation or material change

Other Conditions, Rules, and Guidelines

Payment

1. Call back for improper service. Unsatisfactory services will be subject to call back for reworking at no extra charge to County.
2. Supplementary service. Unsatisfactory services not corrected to the satisfaction of the County will be subject to correction by calling in another landscaping service selected by the County. The cost of this corrective service will be deducted from the next payment made to the Contractor.
3. Availability of supervisory personnel. Contractor will have supervisory personnel available by telephone during regular working hours as outlined above to return calls.
4. Unless there is a good faith dispute regarding payment, the Contractor shall submit monthly invoices for work completed as follows:
 - a. The Contractor shall be paid monthly for the regular services required and only on the months that regular service is performed.
 - b. Monthly billing will reflect the number of cycles completed in that month, multiplied by the price per cycle as reflected on the bid form.

Termination

Termination with Cause

The contract may be terminated by giving (5) days written notice to the Contractor.

Reasons for termination include:

- Failure of the Contractor's employees to appear at work during any period required by the contract
- Breach of contract provisions by the Contractor's employees
- Failure to compensate promptly for theft or property damage by the Contractor's employees

Termination Without Cause

Either party to this contract may terminate this contract by giving thirty (30) days written notice to the other party prior to termination.

Execution

Contractor

This agreement is entered into this _____ day of _____, 2020

By: _____
Signature of Contractor

Contractor: _____

Address: _____

Franklin County Conservation Board

This agreement is entered into under the authority of a resolution adopted at the regular meeting of the Franklin County Conservation Board on _____, as shown in the minutes thereof.

By: _____

Contact

For the purposes of this contract, the points of contact for each party shall be as follows

Contractor's
Contact person: _____

Address: _____

Phone: _____

Email: _____

County:

Ned Parker, Director
(641) 512-6743
nparker@co.franklin.ia.us

Thomas Rice, Park Ranger
(712) 215-2031
trice@co.franklin.ia.us