

**ADVERTISEMENT FOR CEMETERY MOWING PROPOSALS
VILLAGE OF NEW CONCORD**

The Village of New Concord, Ohio will accept sealed proposals, marked “2022 Cemetery Mowing Services”, at Village Hall, 2 West Main Street, P. O. Box 10, New Concord, Ohio 43762 until March 18, 2022 at 10:00 a.m. at which time all proposals will be publicly opened and read aloud.

The specifications and required proposal forms may be obtained from the office of the Village Administrator at the above address, by calling 740-826-7671 or at newconcord-oh.gov.

The Village reserves the right to accept or reject any and all proposals, to increase, decrease or omit any item or items, waive formalities, re-advertise or take such other steps as necessary in the interest of the Village of New Concord.

Richard Giroux
Village Administrator

Village of New Concord Cemetery Maintenance Specifications - 2022

Services:

The Contractor agrees to perform the lawn maintenance of the New Concord Cemetery.

Turf Management:

Lawn areas will be cleared of all litter and organic matter prior to each mowing/trimming and disposed of.

All lawn areas inaccessible to mowing equipment will be maintained by string trimmer to maintain proper turf height. All trees and head stones are to be trimmed around at each mowing service with a string trimmer. Every effort will be made to keep string trimmer and mowers from girdling bark on trees and shrubs. Every effort will be made to ensure that no damage is inflicted upon headstones, monuments or mausoleums.

Cutting Height

Cutting height is defined as the distance above soil at which the turf is mowed. The Contractor shall mow the grass to a height of between three (3) and four (4) inches. The cutting height may be altered from this norm only if approved by the Operations Manager.

Grass Clippings

Mowing equipment shall be designed and operated to uniformly disburse the grass clippings. Clippings shall not be blown onto parking areas, playgrounds, walkways, Village streets and gutters or other paved surfaces, or into tree wells or flowerbeds. Mowing schedules shall be planned so that mowing of high frequency turf areas is not done early in the morning when the grass is wet from dew. Clippings shall be removed from weekly mowed areas when they are heavy enough to cause light exclusion damage or otherwise harm turf.

Headstone and Tree Damage

Damage to trees or headstones/monuments will not be tolerated. Care must be taken with all power mowers, monofilament line trimmers, and manual equipment so as not to cause damage. Tree damage includes both damage to tree trunks and limbs. The Operations Manager should be advised of any low hanging branches that present a problem. Damage to headstones/monuments includes structures being scraped/chipped or broken or being moved/knocked off of bases. Any damage shall be reported to the Operations Manager and/or Village Administrator immediately.

Mower Operation

All equipment shall be operated in a safe manner, giving special consideration to the safety of all. Contractor shall use extreme caution and speeds under four miles an hour when necessary. Yield to cemetery visitors or funeral processions. If groups are present, please come back at another time.

Reductions in Mowing

Notwithstanding any other provision in these specifications, the Village retains discretion to reduce mowing frequency as necessary to meet any Village objective including, but not limited to, cost saving measures which may result from anticipated or unanticipated budgetary constraints. The

Village may limit mowing frequency regardless of vegetation height.

Equipment and supplies:

Contractor shall be responsible for providing materials and equipment to perform the services. Contractor waives all rights of recovery from the Village of New Concord because of loss or damage to contractor's material or equipment in performing services.

Contractor's Representative

The Contractor agrees, at all times, to provide a competent foreman or supervisor who is both skilled and knowledgeable of the contract standards and specifications.

Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of New Concord public relations. The Contractor shall utilize skilled employees, knowledgeable of the contract specifications and standards, in performing the work specified in this agreement.

Public Relations

The safety of the public shall always be the highest priority. The mowing schedule should accommodate those visiting the cemetery. The Contractor shall not inconvenience groups by the Contractor's need to mow. The Contractor shall delay or postpone mowing an area that is being used by a group until the group has left.

Insurance

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Commercial General Liability: – Occurrence Form.

- Automobile Liability:
- Workers' Compensation insurance as required by Ohio Revised Code and including Employers Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 Each Occurrence \$1,000,000 Personal Injury
- Automobile Liability: \$500,000 Each Occurrence
- Employers Liability: \$500,000 Each Accident

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) Commercial General Liability and Automobile Liability Coverage

- a. The Village of New Concord, its officers, employees, and agents are to be covered as additional named insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the Insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, employees, and agents. Any insurance or self-insurance maintained by the Village, its officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, employees, or agents.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor's insurance shall include "stop gap" coverage as part of the general liability.

Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of New Concord, its officers, employees, and agents for losses arising from work performed by the Contractor for the Village.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best rating of no less than A- VII. Any other carriers with lower ratings may be given prior written approval.

Verification of Coverage

Contractor shall furnish the Village of New Concord with Certificates of Insurance that contain original endorsements for each insurance policy and signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Village before work commences. The Village shall be listed as an "additional insured".

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractual Requirements

Accident Prevention

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. All accidents and/or injuries should be reported to the Village Administrator or Village Police Chief immediately, especially in the case of medical emergencies. If the accident appears to be the result of the abuse of drugs or alcohol, a mandatory drug test will be ordered. The Village Administrator or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice.

Consultation

Upon request and/or necessity, an authorized Village representative will accompany the Contractor to the work areas to further clarify or describe mowing methods and procedures. The Contractor will consult with the Village Administrator or his authorized representative regarding the details, scheduling and performance of turf mowing.

Performance Evaluation Meetings

The Village of New Concord reserves the right to call periodic meetings with the Contractor on an as needed basis to discuss and evaluate the performance of the Contractor.

Site Inspection

The Village Administrator or authorized representative will randomly inspect each park area. During this inspection, a correction list will be made of all deficiencies in the work required by these specifications. If deficiencies are identified, the list will then be immediately forwarded to the Contractor. Payment will not be made on these areas until all deficiencies have been corrected.

Additional Services:

Except for emergency services verbally approved by the Village of New Concord prior to commencement of said work, Contractor shall not perform any services outside the scope of this agreement until written request or purchase order from the Village of New Concord has been received and the contractor shall not be compensated for the performance of any such services in such event. Contractor invoices for any authorized work provided in addition to services contracted for under this agreement shall itemize all time and materials used. Labor hours will be broken down to per man-hours.

Changes in Scope of Work

During the term of this contract, in the event a change in the scope of work (either by addition or reduction of work) is required, the contract may be adjusted by negotiations. The change in the scope of work shall be confirmed by a duly signed Change Order to the contract.

Mowing Contract Payments

Contractor will provide the lawn maintenance service for the net amount specified. No changes in the rate provided therein shall be effective unless mutually agreed by the parties in writing. Payment of the net undisputed amount of each invoice shall be due by the Village of New Concord thirty (30) days or by the next scheduled meeting following its receipt.

Term/Termination:

Lawn mowing service shall be performed on a weekly schedule from April 1 until approximately July 31; the end date may vary depending on growing conditions and preference of the Village Operations Manager. Mowing on a bi-weekly schedule will commence from August 1 (please reference the previous statement) to November 30. The calendar year for this contract will be January 1 to December 31.

Mowing of cemetery grounds prior to the holidays listed below is a priority. The Village expects that the cemetery will be well groomed in advance of these dates. Any questions or concerns should be directed to the Operations Director.

- Memorial Day – May 25th
- Independence Day – July 4th
- Labor Day – September 7th
- Veterans Day – November 11th

This agreement shall remain in effect for a period of seven (7) months from the effective date. In addition, either party shall have the right to terminate this agreement without cause by providing a thirty (30) day prior written notice, mailed to the other party in accordance with the notice provisions hereof.

The Village of New Concord shall also have the right to terminate this agreement for cause in the event of a breach of terms by contractor that is not corrected following receipt of written notice thereof. In the event the agreement is terminated prior to its expiration, the contractor shall submit an itemized record of costs for services performed through the termination date.

The Village of New Concord shall have ten (10) business days from receipt of said invoice to review and object to contractor’s charges, and the costs for non-disputed completed services will be paid to contractor in full and complete satisfaction of the Village of New Concord’s obligations under this agreement.

Bid Award

Contract will be awarded on the base bid of the Estimated One -Year Mowing Contract

Bid Submittal Requirements

List of References (Appendix 1)

Season Grand Total _____

Monthly Invoiced Amount _____ (based on seven (7) months)

Amendments/Merger/Conflict:

This agreement shall not be altered except by in writing signed by both parties. This agreement represents the entire agreement between the parties and supersedes all prior written or oral agreements or understanding relating to providing for service.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals.

CONTRACTOR: _____

DATE: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

(Note – Two signatures required for a corporation)

CORPORATION TAX NUMBER (if incorporated): _____

SOCIAL SECURITY NUMBER (if individual): _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

VILLAGE OF NEW CONCORD, OH

DATE: _____

BY: _____

PRINTED NAME: _____

Title: _____



2/28/2022

-  Jurisdiction
-  Buildings
-  Parcel

4.75 acres

