

Ashe County

Planning Department

Staff Report

Date: 12/3/2018

RE: Mowing Contract

Summary:

We put out a request for proposals for mowing of the various county properties. Seventeen request were sent out and we received only 3 back, 1 form the current contractor Daniel Cole, 2 from Ashe County Mowing and Yard Maintenance, and 3 from High Country Lansing & Maintenance. The bids are below:

	Bid (1 ½ year contract)
Daniel Cole	\$ 70,500
Ashe County Mowing and Yard Maintenance	\$ 51,710
High Country Landscaping & Maintenance	\$ 121,340
<i>The current contract is \$40,000 annually.</i>	

In general, this contract is awarded prior to the new budget year. However, this contract was not negotiated prior to this budget year and we are requesting that this be awarded for 1 ½ year to put us back on that schedule.

Attachments:

1. Bids
2. Request for Proposals Guidelines



Ashe County Planning Department
150 Government Cir, Suite 2400
Jefferson, NC 28640

Ashe County Mowing and Yard Maintenance

3.0 Insurance

Contractor must provide proof of applicable worker's compensation insurance as required by the State of North Carolina and proof of automatic liability insurance with \$500,000 combined single limits for bodily injury and property damage. Insurance must be maintained throughout the term of the contract.

4.0 Terms of Contract

4.1 This agreement shall be for a year and a half beginning January 1, 2019 and continue until June 30, 2020. If mutually agreeable, this contract may be extended annually. In the event that this agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.

4.2 Failure of the contractor to meet or perform work to these specifications as determined by the County shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.

4.3 Payment will be processed in a timely manner and shall only be made after a written invoice is received that indicates the areas mowed for the month billed. Because of the terms of the contract, the contractor shall not be eligible for the first payment until April for mowing in March.

5.0 Addendums

Any change to this Request for Proposals will be issued in writing and shall become a part of the bid.

6.0 Bid Proposals

6.1 A list of equipment shall be provided as an attachment to this document. If new equipment will be purchased to fulfill this contract, please also provide that.

	Bid Amount
Weekly Mowing	
1. Government Complex	\$
2. West Jefferson/Jefferson Area	\$
3. Parks and Recreation	\$
4. All Projects (1-3)	\$ 51,710

Cole

3.0 Insurance

Contractor must provide proof of applicable worker's compensation insurance as required by the State of North Carolina and proof of automatic liability insurance with \$500,000 combined single limits for bodily injury and property damage. Insurance must be maintained throughout the term of the contract.

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(Cole)	
	Bid Amount
Weekly Mowing	
1. Government Complex	\$ 12,000 ⁰⁰
2. West Jefferson/Jefferson Area	\$ 14,000 ⁰⁰
3. Parks and Recreation	\$ 38,500 ²⁰
4. All Projects (1-3)	\$ 6,000 ⁰⁰

What's the total? \$ 70,500
Cell # 336-944-3985 1 1/2 years

Ashe County

Request for Proposals

Mowing and Yard Maintenance

This document extends to your firm an invitation to submit a proposal to provide mowing and yard maintenance service for the County of Ashe. Sealed bids will be received until 2:00 pm on Friday, November 9th, 2018 at the Ashe County Administration Office, 150 Government Circle, Suite 2500, Jefferson, NC 28640 at which time they will be opened and reviewed. Proposals must be typed or printed in ink and clearly marked as "Mowing and Yard Maintenance." The contract will be awarded based on an annual contract price. However, payments will be made monthly and are negotiable.

A pre-bid meeting can be set up with Sammy Whicker to tour any or all sites listed in the scope of work. Please make an appointment by calling 336-977-2159. Any questions regarding parks and recreational facilities can be made to Scott Turnmyre at 336-977-0780.

The contract, if awarded, will be to the lowest responsible bidder taking into account qualifications of the bidder. All bidders must furnish to the County upon request, evidence that they are a responsible bidder. The County of Ashe reserves the right to reject any and all bids or to award the bid, which in its opinion, is in the best interest of the county.

1.0 General Conditions

- 1.1 The work will include mowing and yard maintenance services as outlined in the Scope of Work.
- 1.2 The Contractor shall furnish all supervision, labor, and equipment required to perform the services outlined.
- 1.3 The Contractor will be required to submit names and social security numbers of all persons who will work at the facilities. These persons must sign a written consent form for a background check prior to beginning work. The contractor must assure that they are an Equal Opportunity Employer.
- 1.4 All Contractors must furnish to the County, a list of references which includes at least one past and/or present business client.

1.5 All contractors shall read the entire bid document thoroughly to gain a clear understanding of all requirements under this request. When making a bid, contractors should include all costs related to this project.

1.6 The Contractor shall be responsible for the protection from his/her activities of all public and private property on and adjacent to the work area and shall use suitable precautions to prevent damage to property, fences, pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures. It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the County may, at the Contractors expense, repair, rebuild, or otherwise restore such property. Any expense incurred by the County to repair damages will be withheld from the contractor's monthly payment.

2.0 Scope of Work

Services shall be performed as follows:

Mowing, weed eating, and blowing grass/debris from sidewalks at the following locations. Frequency of mowing is indicated by each location.

1. Government Complex

	Weekly	Bi-Weekly
Ashe County Courthouse and Agriculture Extension Office	X	
Ashe County Law Enforcement Center	X	
Eller house (or lot behind Agriculture Extension Office)		X
Vacant lot below the Ashe County Courthouse		X
Hill behind the Ashe County Courthouse		X

Grass at the Government Complex will be mowed during non-peak hours, preferably prior to 8:00am or after 5:00pm or weekends. The contractor shall make schedule arrangements with the County Maintenance Director as needed.

2. West Jefferson/Jefferson Area

	Weekly	Bi-Weekly
Ashe County Library	X	
Ashe County Free Medical Clinic/Dental Office and Adjoining Lot	X	
Sheets Bridge area		X
Ashe County Convenience Center Sites. <ul style="list-style-type: none">• Baldwin• Hwy 16N• Bare Creek• Riverview• Bina		X
Ashe County Solid Waste shop		X
DayMark Campus	X	

3. Parks and Recreation

	Weekly	Bi-Weekly
Ashe Family Central, excluding ball fields	X	
Ashe County Park, including ball fields	X	
Ashe Office of NC Forestry Service	X	

Grass at the County Park shall be mowed during the early hours of the morning to avoid peak hours. The contractor shall make schedule arrangements with the Parks and Recreation Director. Ballfields and other areas to be excluded will be determined by the Parks and Recreation Director.

Other

County Maintenance personnel will give direction on what needs to be mowed, trimmed, or sprayed with weed killer as appropriate at all sites. Mowing shall not occur when the ground is saturated and could cause damage to the turf.

Each project area may be awarded a separate contract based on the lowest responsible bid for that project or one award may be issued for all projects. One contract may be issued for all project areas, if a contractor submits a successful bid for each project area.

3.0 Insurance

Contractor must provide proof of applicable worker's compensation insurance as required by the State of North Carolina and proof of automatic liability insurance with \$500,000 combined single limits for bodily injury and property damage. Insurance must be maintained throughout the term of the contract.

4.0 Terms of Contract

4.1 This agreement shall be for a year and a half beginning January 1, 2019 and continue until June 30, 2020. If mutually agreeable, this contract may be extended annually. In the event that this agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.

4.2 Failure of the contractor to meet or perform work to these specifications as determined by the County shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.

4.3 Payment will be processed in a timely manner and shall only be made after a written invoice is received that indicates the areas mowed for the month billed. Because of the terms of the contract, the contractor shall not be eligible for the first payment until April for mowing in March.

5.0 Addendums

Any change to this Request for Proposals will be issued in writing and shall become a part of the bid.

6.0 Bid Proposals

6.1 A list of equipment shall be provided as an attachment to this document. If new equipment will be purchased to fulfill this contract, please also provide that.

	Bid Amount
Weekly Mowing	
1. Government Complex	\$
2. West Jefferson/Jefferson Area	\$
3. Parks and Recreation	\$
4. All Projects (1-3)	\$

Bidders should have no contact with elected or appointed officials during the bidding process. Any such contact will subject the bidder to immediate disqualification.

CONTRACTOR

BY

DATE

ADDRESS

(SEAL)

BY _____

PHONE _____

Please return bids to:

**Ashe County
Attn: Adam Stumb
150 Government Cir, Suite 2500
Jefferson, NC 28640
(336) 846-5501**

**EXECUTION OF BID
A CONTRACT FOR:**

MOWING ASHE COUNTY FACILITIES

The person executing the bid, on behalf of the bidder, being first duly sworn, deposes and says that:

- (1) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal. The conditions of this contract and set forth in the proposal which is attached as exhibit A.
- (2) Neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid; and
- (3) He will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.
- (4) He will comply with all items outlined in the Request for Proposals.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
(Print individual name)

and doing business as _____
(Print firm name)

(Address - County - State - Zip Code)

Signature of Contractor

Witness

North Carolina General Contractor's License Number

Federal I.D. or Social Security Number

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me

this ____ day of _____, 20__

Title

My commission expires _____

**CONTRACTOR'S AFFIDAVIT
RELEASE AND WAIVER OF CLAIM
(to be used for final payment)**

STATE OF: _____

COUNTY OF: _____

_____,
(Name) (Title)

_____, being first duly sworn, deposes and says that:
(Contractor)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Project No. _____

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the County of Ashe or property of the County of Ashe is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the County of Ashe harmless for any amount which the County of Ashe is required to pay to discharge such lien or settle such claim and further will pay the County of Ashe's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the County of Ashe, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the County of Ashe arising in any manner from the construction of the above-described project.

(Contractors Signature)

Sworn to and subscribed before me _____ this the _____ day of _____, 20____.

(Title)

(Date)

Notary Public

**A CONTRACT FOR MOWING:
ASHE COUNTY FACILITIES**

Finance Officer

Exhibit A: Contract Conditions

1.0 General Conditions

- 1.1 The work will include mowing and yard maintenance services as outlined in the Scope of Work.
- 1.2 The Contractor shall furnish all supervision, labor, and equipment required to perform the services outlined.
- 1.3 The Contractor will be required to submit names and social security numbers of all persons who will work at the facilities. These persons must sign a written consent form for a background check prior to beginning work. The contractor must assure that they are an Equal Opportunity Employer.
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Vacant lot below the Ashe County Courthouse		X

Hill behind the Ashe County Courthouse		X

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2. West Jefferson/Jefferson Area

	Weekly	Bi-Weekly
Ashe County Library	X	
Ashe County Free Medical Clinic/Dental Office and Adjoining Lot	X	
Sheets Bridge area		X
Ashe County Convenience Center Sites. <ul style="list-style-type: none"> • Baldwin • Hwy 16N • Bare Creek • Riverview • Bina 		X
Ashe County Solid Waste shop		X
DayMark Campus	X	

3. Parks and Recreation

	Weekly	Bi-Weekly
Ashe Family Central, excluding ball fields	X	
Ashe County Park, including ball fields	X	
Ashe Office of NC Forestry Service	X	

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