

# Ashe County

## Staff Report

6/16/2021

### RE: Mowing Contract

#### Summary:

Attached is the annual contract for mowing of County property. The price of the contract has increased over last year for a number of reasons. Our current contractor has seen a significant increase in workers compensation insurance, we have increased the frequency of mowing at some locations (Convenience Centers) and two locations have changed from bush hogging to finished mowing (Fire Training and 163 Convenience Center).

What is not included in this contract is the Lansing Park addition. At Monday's meeting, an estimate will be provided to cover a portion of the mowing at Lansing Park.

#### Attachments:

1. Mowing Contract



Ashe County Administration  
150 Government Cir, Suite 2500  
Jefferson, NC 28640

**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

**ACCEPTANCE BY THE COUNTY**

**A CONTRACT FOR MOWING:**

**ASHE COUNTY FACILITIES**

**CONTRACT SUM      \$77,040**

Contract sum will be paid in twelve equal payments over the contract period.

The County, acting through its County Board of Commissioners, has caused this contract to be executed in the name of the County of Ashe by an authorized official.

OWNER:

ATTEST:

COUNTY OF ASHE

By: \_\_\_\_\_  
County Manager                      County Clerk                      Date

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
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.
- 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 (mostly weed eating)		X
Both Entrances to the Courthouse (Government Cir)	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.

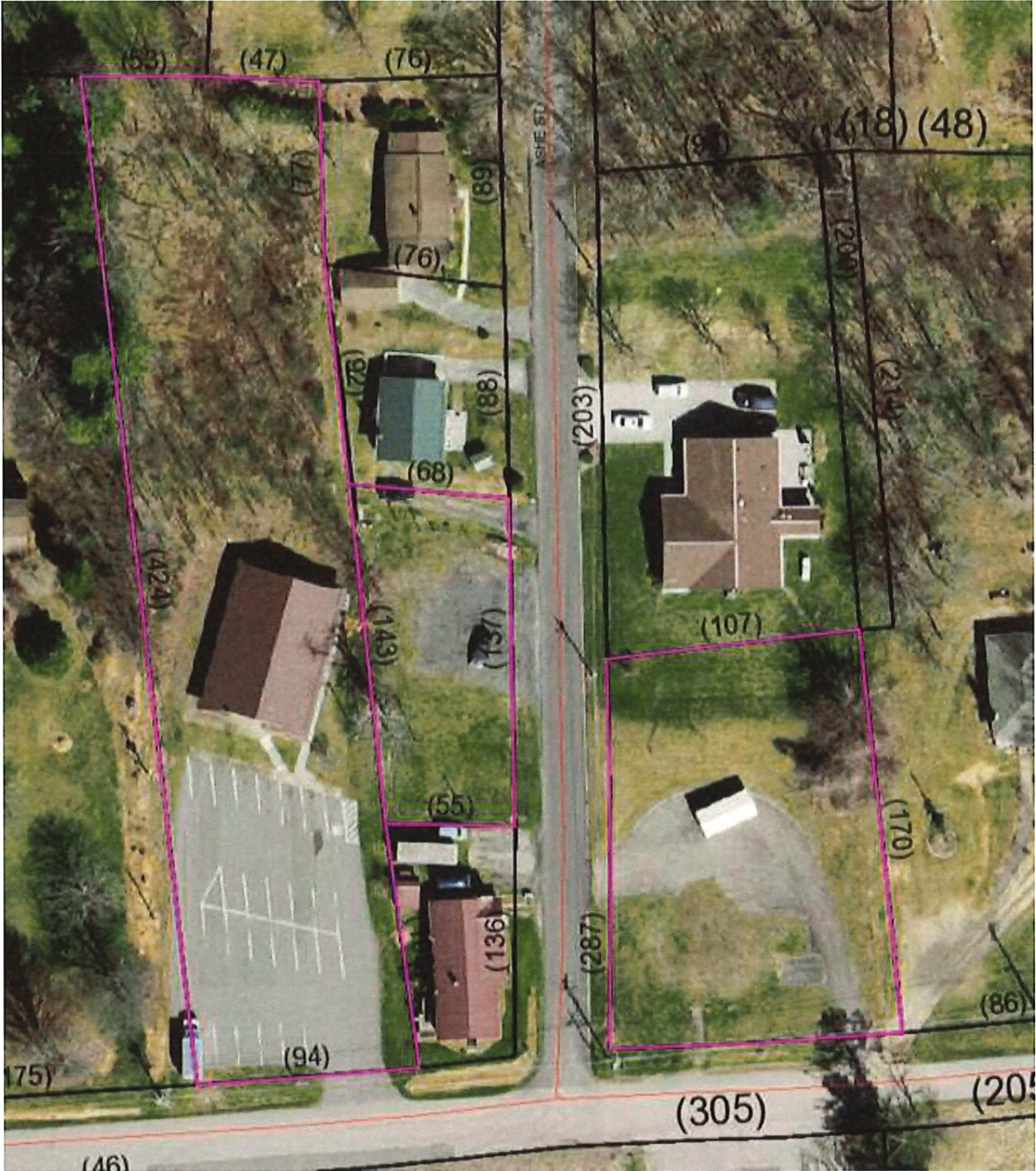
## 2. West Jefferson/Jefferson Area

	Weekly	Bi-Weekly
Ashe County Library	X	
Ashe County Free Medical Clinic/Dental Office and Adjoining Lot	X	
Sheets Bridge area	X	
163 Canoe Put-In	X	
Ashe County Convenience Center Sites. <ul style="list-style-type: none"><li>• Baldwin</li><li>• Hwy 16N</li><li>• Bare Creek</li><li>• Riverview</li><li>• Bina</li><li>• 163</li></ul>	X	
Ashe County Environmental Services Building	X	
DayMark Campus	X	
AppHealth Department	X	
Fire Training Facility	X	
163 Property – Log Cabin	X	

Ashe Count Library



Dental Clinic (and adjoining lots)



## An aerial photograph of a residential street intersection. A pink boundary line is drawn across the scene, enclosing a grassy area and a portion of the road. Handwritten numbers in black ink are placed near the boundary: (1322) on the left, (124) in the center, (50) and (59) on the right, and (290) at the bottom. Several cars are visible on the road, and a small structure is located within the pink boundary.

(290

163 Canoe Put In



Baldwin CC



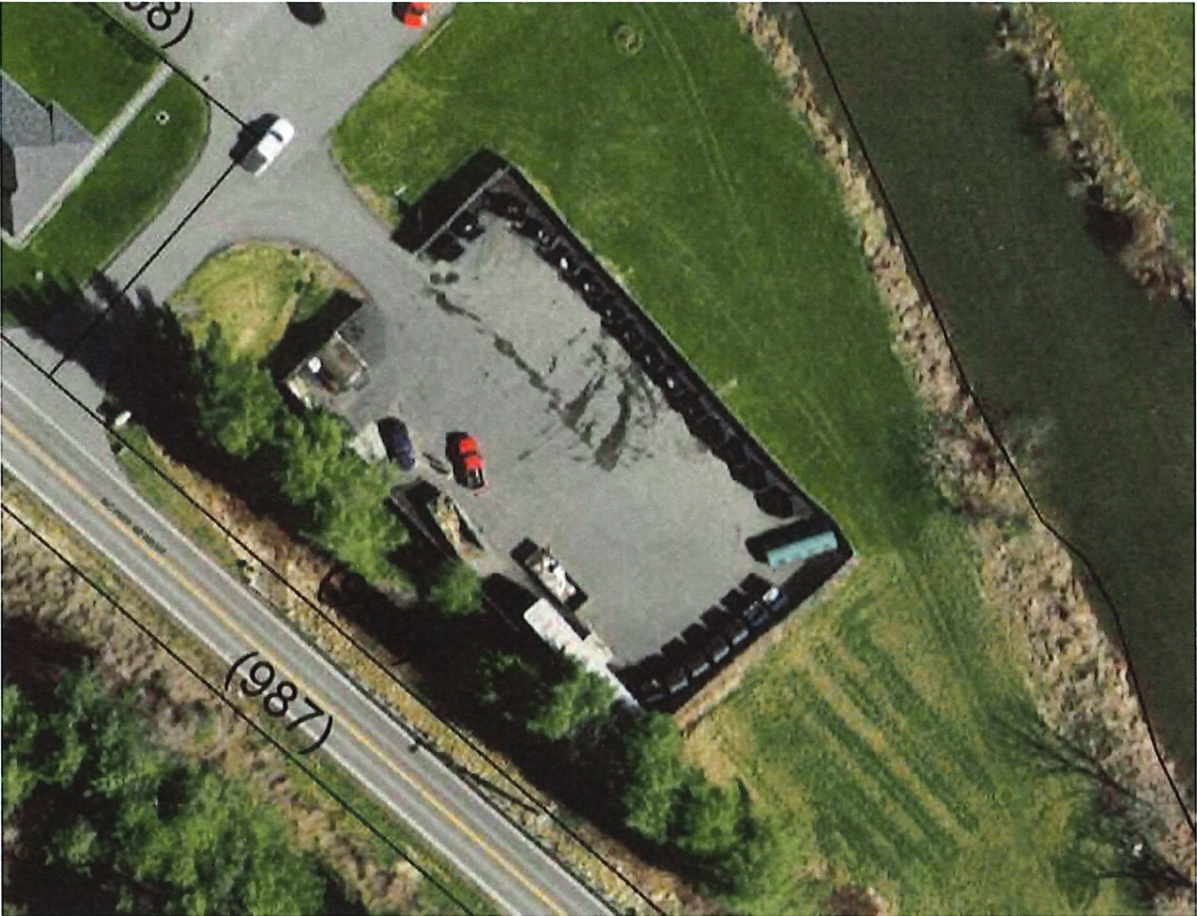
Hwy 16 CC



Bare Creek CC



Riverview CC



Bina CC



Ashe County Environmental Services Building





Daymark Campus





Future 163 CC



### 3. Parks and Recreation

	Weekly	Bi-Weekly
Ashe Family Central, Weed eating around ball field fences Excluding ball fields (to be performed by park staff)	X	X
Ashe County Park, including ball fields. *note, this facility contains a lot of weed eating	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. This facility contains a lot of weed eating and may take additional hours to complete.

Family Central – NC Forestry Service



Ashe Park



**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 July 1, 2020 and continue until June 30, 2021. 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. Invoices should be received two weeks prior to the end of the month so that payment can be processed in a timely manner. Contractor will be paid at the end of each month based on satisfactory completion of work.

**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 Proposal

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
1. Government Complex	\$
2. West Jefferson/Jefferson Area	\$
3. Parks and Recreation	\$
4. All projects (total bid price)	\$

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