

**CONTRACT FOR GROUNDS MAINTENANCE
SERVICES CITY OF LONDON, KENTUCKY
LONDON Bid Number -----**

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STATE OF KENTUCKY § **CONTRACT FOR GROUNDS MAINTENANCE SERVICES**
 §
CITY OF LONDON § **CITY OF LONDON, KENTUCKY (DOWNTOWN)**

THIS AGREEMENT entered into by and between the CITY of London, a municipal
----- (hereafter"CITY"), and _____(hereafter
"CONTRACTOR"), for grounds maintenance services to the facilities described herein.

I. INTENTION OF CONTRACT

The sole purpose of this contract is to establish standards that maintain the City of London Main Street in a clean and attractive manner that portrays well kept, professional facilities. CONTRACTOR shall coordinate all grounds maintenance services activities with the CITY's designated representatives, which shall be _____ and the Parks and Recreation Director or their designee.

II. TERMS OF AGREEMENT

The term of the agreement shall be about _____ years consisting of the scope of service each year ending _____. Service will be performed in accordance with Section III.

III. GROUND MAINTENANCE INTERVALS

The figure in the monthly column represents the number of frequencies the CONTRACTOR will perform the service function in that particular month. If there is no corresponding number in that column, that particular function will not be performed for the contracted price.

Additional functions or increased intervals may be performed at a price agreed upon by the CITY and the CONTRACTOR.

A. STANDARD SERVICES

STANDARD SERVICES (CLASS A)

	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
MULCHING ALL BEDS		1	1	1	1	1	1	1	1	1	1	
DEBRIS DISPOSAL	1	1	4	4	4	4	4	4	4	3	2	1
SPRAY LINES/BED HERBICIDE			1	1	1	1	1	1	1			
FERTILIZATION OF SHRUBS		1		1		1		1			1	
PRE-EMERGENT	1			1				1				
POST-EMERGENT						1					1	
INSECT AND DISEASE CONTROL		2	2	2	2	2	2	2	2	2	2	2
PRUNING/TRIMMING OF SHRUBS		1			1			1			1	
BED WEED CONTROL		1	2	2	2	2	2	2	2	1	1	

Schedule subject to change upon notice by City. Quantity of service will remain as shown.

B. SERVICES REQUIRED FOR SHRUBS, GROUNDCOVERS, AND BEDS

FUNGUS/ DISEASE / INSECT CONTROL/ MULCH: Monitored and sprayed with proper pesticides and fungicides. . Disease and insect control will be performed on trees, shrubs and beds only.

GENERAL CLEANUP: Every visit as needed. Shrub beds must be free of weeds, grass and other unwanted items during the course of the service.

IV. SCOPE AND DESCRIPTION OF THE WORK REQUESTED

Prior to commencing work under this contract, the CONTRACTOR shall submit sample labels and MSDS (Material Safety Data Sheets) for each chemical that is to be utilized in this contract. The CITY's designated representative and the CONTRACTOR shall agree on each chemical to be utilized, the application rates and application dates prior to applications. The CONTRACTOR is to supply a list of chemicals to the CITY and have it approved by the CITY's designated representative prior to commencing work. Any substitutions of chemicals will require that they be reviewed by the CITY prior to being utilized. (**NOTE:** These submittals do not alleviate the CONTRACTOR from any pre-notification procedures defined by the Kentucky Department of Agriculture. These submittals will be used only to verify the chemical application schedules prior to work commencing.) The contractor shall supply the City product information sheets as well as application rates and schedules at least 7 days before application.

A. WORK COVERED

The work covered by these specifications consists of furnishing all necessary materials, machinery, equipment, supervision and labor necessary to commence and satisfactorily complete normal turf and landscape bed maintenance on the locations listed on "Exhibits _____."

B. APPLICABLE STANDARDS

The applicable standards for the proper completion of this Contract require that the bidder/CONTRACTOR possess or have access to a subcontractor that is licensed by the following organizations and/or abide by the applicable laws/rules/regulations:

1. Kentucky Department of Agriculture
2. Contractor is Responsible for meeting all local and federal chemical/herbicide/pesticide requirements.

3. Occupational Safety and Health Administration (all maintenance activities)

5. American National Standards Institute (all maintenance operations)

C. RELATED WORK

Due to the nature and use of some of these facilities, communication and timing of mowing, chemical and pesticide applications, and irrigation system schedules, communication between the CITY'S designated representative and the CONTRACTOR is crucial. Some operations may need to be shifted to accommodate the timing of "Special Public Events."

D. QUALITY ASSURANCE AND PERFORMANCE STANDARDS

1. The schedule for maintenance activities shall be provided to the CITY'S designated representative by the CONTRACTOR each month in order that the CITY can fully inspect the work in progress, spot potential problems, look for discrepancies and assist the CONTRACTOR to make certain that the properties receive the required attention.

2. The CONTRACTOR shall be liable and accountable for any and all damages resulting from maintenance operations performed by the CONTRACTOR. The CONTRACTOR shall be fully responsible for the protection of all persons, including members of the public, CONTRACTOR's employees, employees of the CITY, and employees of other contractors or subcontractors; and all public and private property including structures and utilities above and below the ground. The CONTRACTOR shall give reasonable notice to the owners of public or private property and utilities when such properties are liable to injury or damage through the performance of the work and shall make all necessary arrangements with such owners relative to the removal, replacement or protection of such property or utilities.

3. All services to be performed by CONTRACTOR hereunder shall be accomplished in a courteous and orderly fashion with a minimum of inconvenience to all concerned..
4. The CONTRACTOR will provide a qualified Supervisor on site at all times during any maintenance operations to be responsible for the progress of the work performed and to oversee the conduct of the CONTRACTOR'S employees.
5. The personnel that are performing maintenance activities at any site shall come under the direct responsibility of the CONTRACTOR. The personnel shall be constantly supervised and shall be competent, experienced and skilled lawn and plant maintenance-oriented people.
6. All materials and equipment brought to the site are the responsibility and liability of the CONTRACTOR.
7. While on site, the CONTRACTOR and CONTRACTOR's employees are responsible to the CITY'S designated representative. Each month the CONTRACTOR shall provide to the CITY'S designated representative a schedule of activities and anticipated dates to review.
8. The CONTRACTOR will supervise and direct the work ongoing at each location using its best skill and/or attention. The CONTRACTOR shall be responsible for all turf maintenance methods, techniques and procedures, and for coordinating all portions of the work hereunder.
9. Unless otherwise specifically noted, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper completion and execution of the work hereunder.

10. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's representative(s). The CONTRACTOR shall utilize only personnel who are, in the opinion of the CITY, satisfactorily and sufficiently skilled to

perform the tasks hereunder.

11. The CONTRACTOR shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work hereunder. **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.**

12. The CONTRACTOR will be responsible for the immediate notification to the CITY'S designated representative of all damages to property that is caused by the CONTRACTOR, CONTRACTOR's employees and/or subcontractors.

13. In the event of storm damage, the CONTRACTOR shall be responsible for picking up limbs and debris from all locations under Contract.

14. The CONTRACTOR will instruct CONTRACTOR's employees to use caution while operating mowers, edgers, and line trimmers near trees, shrubs and ground covers in order that there is no damage to said plants. The CONTRACTOR will be responsible for repairing damages caused by such operations and do so at its cost.

15. The CONTRACTOR shall notify the CITY'S designated representative regarding irrigation systems in need of maintenance.

16. CONTRACTOR shall inspect all plantings for the presence of mildew, fungus and/or insects. CONTRACTOR shall begin immediate treatment.

E. MULCHING

1. All project beds mulch shall be kept at a depth of 2"-3" and if necessary mulch shall be added to keep acceptable levels. Mulch shall be dark (not dyed) shredded hardwood mulch as accepted by City of London. All mulched areas shall be inspected and made acceptable to City of London as shown in maintenance schedule in this document. Mulch shall be free of pests and any type of foreign matter such as but not limited to weed seeds and seedlings. Mulch must meet ANSI standards latest edition.

G. CLEANUP

All drives, parking areas, sidewalks, curbs and gutters are to be cleaned up at the end of each work day.

H. BED MAINTENANCE

1. All shrubs, ground cover, and seasonal beds shall be pruned or trimmed in a fashion that is conducive to proper plant growth and maintenance. Ground cover beds are to be trimmed in bounds as often as necessary to keep the ground cover within the bed and in a neat appearance.

2. In conjunction with the regular maintenance of the turfed area, all beds are to be cleaned of **litter, debris, and weeds.**

3. Unbordered beds will be defined with hand tools on a scheduled basis not to exceed once per month or more often if necessary.

I. CHEMICAL APPLICATIONS

CONTRACTOR shall apply a post emergent herbicide as Specified by City of London to control unwanted weeds in Grass. Herbicides shall be applied during the May and July fertilization cycles.

1. Prior to commencing spraying, the CITY'S designated representative and the CONTRACTOR shall agree on the proposed chemicals to be used in this Contract and will agree as to application dates and application rates.

2. The applications of fertilizer will be the responsibility of the CONTRACTOR and will be coordinated with the CITY in so far as dates and amounts are concerned.

CONTRACTOR shall apply **a slow-release type granular fertilizer** containing a rate and ratio of as determined by City of London. Contractor shall provide and apply fertilizer as needed during contract. Levels may change due over time and contractor shall plan for varying rates depending on conditions. Soil tests will be used to determine fertilize rates.

J. TREE PROTECTION AND MAINTENANCE

In order to avoid bark damage to trees, monuments and other features contractors are responsible for replacement of damaged plant material resulting from contractor operations.

V. FINANCIAL ASSURANCES/DAMAGE TO PROPERTY

A. INDEPENDENT CONTRACTOR

It is agreed for all purposes hereunder, the CONTRACTOR is and shall be an independent CONTRACTOR and shall not, with respect to its acts or omissions be deemed an agent or employee of the CITY.

B. PAYMENT OF CLAIMS

The CONTRACTOR shall promptly pay claims for damages to property owned by the CITY, its employees or parks that were caused by employees of the CONTRACTOR on the premises covered by this contract.

C. INDEMNITY

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, CITY'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 connection with or incidental to this Contract 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 CITY for actions or damages caused by the negligence or intentional acts of CITY.

D. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractors employees are not employees of the City of London under the meaning or application of any federal or state unemployment insurance compensation law or workers' compensation law, or other similar state or federal statute. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining its status as an independent contractor. The contractor shall not have any authority to assume or create any obligation expressed or implied, on behalf of the City of London, and the contractor shall have no authority to represent itself as an agent, employee or in any other capacity of the City of London

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 CITY shall not be liable or responsible for the negligence of the CONTRACTOR, its agents, servants, employees and visitors.

D. CONTRACT INSURANCE REQUIREMENTS

1. TYPE AND AMOUNT

The CONTRACTOR shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
1. Comprehensive General (Public) Liability - to include (but not limited to) the following:	<u>Bodily Injury:</u> \$250,000 per person
	\$500,00 per occurrence
	and
a. Premises/operations	<u>Property Damage:</u>
b. Independent CONTRACTOR	\$100,000 per occurrence
c. Personal injury liability	or
Contractual liability (insuring Indemnity provision within this contract)	Combined Single Limit for Bodily Injury and
AND, where the exposure exists, Coverage for:	Property Damage: \$500,000
e. Products/Completed operations	
f. Explosion, Collapse and Underground Property Damage	
2. <u>Comprehensive Automobile Liability</u> - to include coverage for:	<u>Bodily Injury:</u>
a. Owned/Lease Automobiles	\$250,000 per person
b. Non-owned Automobiles	\$500,000 per occurrence
	and
c. Hired Cars	<u>Property Damage:</u>
	\$100,000 per occurrence
	or
	Combined Single Limit for Bodily Injury and Property Damage:
3. Worker's Compensation and (where required by state law) Employer's Liability	\$500,000
	Statutory
	\$500,000 per occurrence
4. During the term of this agreement, the contractor shall maintain workers compensation insurance in the amount of <u>\$500,000</u> dollars per occurrence and <u>(\$500,000)</u> dollars per aggregate.	

The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. If the CITY exercises the right to increase minimum insurance amounts, the CONTRACTOR may choose to either comply with the increase or cancel this contract in whole with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon the CONTRACTOR'S liability or as a full performance on its part of the indemnification provisions of the Contract. The CONTRACTOR'S obligations to the CITY are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the Contract.

2. OTHER INSURANCE REQUIREMENTS

Prior to the Contract effective date, the CONTRACTOR shall furnish to the City Clerk certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates *prior to the expiration date of any prior certificate*. The CONTRACTOR understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this Article shall be a cause for termination of this Contract, under the provisions of the termination clause.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Kentucky. All policies shall be subject to examination and approval by the City Attorney's Office and Risk Department for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this contract for the CITY, as additional insured shall be primary insurance and not contributing with any other insurance available to the CITY, under any third party liability policy.

The CONTRACTOR further agrees that with respect to the above-required insurance, the CITY shall:

1. Be named as additional insured/or an insured, as its interest may appear; **and**
2. Be provided with a waiver of subrogation; and
3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

If either requirement #1 or #2 requires the payment of additional premium by the CONTRACTOR, the CONTRACTOR may present such information to the City Council for its

reconsideration. The CITY will not be responsible for any of the CONTRACTOR'S insurance costs.

VI. OTHER CONDITIONS, RULES AND GUIDELINES

A. PAYMENT

1. **Call back for improper service.** Unsatisfactory services will be subject to call back for reworking between the hours of 8:00 a.m. and 5:00 p.m. at no extra charge to CITY.
2. **Supplementary service.** Unsatisfactory services not corrected to the satisfaction of the CITY will be subject to correction by calling in another landscaping service selected by the CITY. The cost of this corrective service will be deducted from the next payment made to the CONTRACTOR.
3. Unless there is a good faith dispute regarding payment, the CONTRACTOR shall submit monthly invoices for work completed, as follows:

The CONTRACTOR shall be paid at the end of each month for the regular services required and only on the months that regular service is performed. The price per month is reflected on the attached bid form (Exhibit -----).

B. NOTICES

All notices concerning this contract shall be directed to:

CONTRACTOR: _____
Address: _____
Telephone: _____

CITY Address: -----

Telephone: -----

CITY (PARKS):
Address:
Telephone:

C. SECURITY

The CONTRACTOR shall be responsible for fully complying with any and all applicable regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and/or local government.

VII. TERMINATION

A. TERMINATION WITH CAUSE

The contract may be summarily terminated for any or all locations shown in “Exhibits -- through ---” by giving five (5) days written notice to the CONTRACTOR. Reasons for termination include:

1. Failure of the CONTRACTOR’S employees to appear at work during any period required by the contract.
2. Breach of contract provisions by the CONTRACTOR’S employees.
3. Failure to compensate promptly for theft or property damage by the CONTRACTOR’S employees.

B. TERMINATION WITHOUT CAUSE

Either party to this contract may terminate this contract by giving sixty (60) days written notice to the other party prior to termination.

Exhibit "A", Page 1
BID FORM
Description of Fees

STANDARD SERVICES CLASS A

DESCRIPTION

FEE

CITY OF LONDON KENTUCKY DOWNTOWN

0 c k p v g p c p e g " Trimming, Fertilization

\$ _____ Per Month
 _____ Dollars
 _____ Cents

Area included in contract - as shown in **MAP 1**

All landscape beds along both sides of Main Street from East 9th street (north) and to the farmers market to the south.

\$ _____ Per Each Service
 _____ Dollars
 _____ Cents

All beds around City Hall, London Police Department, London Community Center and around The Farmers Market.

And one bed at intersection of 1st and Broad Street.