

GRASS CUTTING BID SPECIFICATIONS

FRP # _____

1. WORK PERFORMANCE:

For all campuses in the Pike County School System:

Cut the grass, edge all walkways, gutters, and curbs on school property; edge and clean all curbs and gutters adjacent and joined to school property, trim grass around each building, next to the building, and around all playground equipment; trim grass along all fence lines, and edge around all trees as well as between and around all shrubs, poles, and guide wires and any other and all objects on campus where grass or foliage grows. Contractor shall not leave piles or lines of grass clipping after cutting the grass. No chemicals may be used. Cut, edge, and trim in and around all sports fields at Pike County High School and Goshen High School. Do not cut the grass on the football field. Remove clippings from walkways and all entrances to all buildings. Contractor may spray chain link fence with spray nozzle set to three inches for both sides of the fence.

Chemical spraying will not be allowed. Exception: Chemicals may be used on grass or foliage growing through pavement in parking lots, sidewalks and gutters along roadways and drives, and no more than 3” wide at the bottom of chain link fences only. Care must be taken not to spray grass on campus. The contractor may elect to trim these areas with a powered trimmer. These areas must be cleaned of all grass and foliage.

Pick up all paper and bottles and other debris prior to cutting grass. Should any items be chopped up by the mower the contract will be responsible for cleaning up all debris before the day's work is

completed. If a lot of paper is left on the ground after ball games, see the principal about having it cleaned up prior to cutting the grass.

Contractor is required to inspect all areas after work is finished and before leaving the campus to ensure all areas are cut and all debris including paper or plastic bottles cut up by mowers are picked up and removed, and that all grass is removed from all walkways.

2. EQUIPMENT:

- A. Contractor must use the appropriate equipment to perform all work and must have the capability to provide all of the proper equipment to perform the required work. Contractor shall provide all necessary equipment. No equipment shall be provided or maintained at the Pike County Board of Education expense. Pike County Board of Education equipment, equipment donated by another entity or booster, or any other government entity, will not be used to perform this work.
- B. The Pike County Board of Education or its employees will not be responsible for the contractor's equipment or tools, nor for the repair and maintenance of the contractor's equipment or tools used in the performance of this work. All equipment and tools will be removed from the premises when the work is complete and will not remain overnight on school property.

On a separate sheet of paper attached to your bid documents:

- A. List all equipment you will use to perform this work**
- B. Number of personnel you will employ to perform this work**

3. SAFETY:

Contractor will provide safety equipment for the protection of individual(s) performing contract work on school property. As a minimum, eye goggles and gloves will be used where necessary.

Additionally, equipment will not be operated in the presence of school children or school employees.

4. LICENSES, INSURANCE, LABOR, E-VERIFY AND DAMAGES:

Contractor must be licensed, bonded and insured. Upon acceptance of the contract the contractor will provide a copy of the license, bond and insurance to the Pike County Board of Education covering the period of this contract.

Contractor will be responsible for providing all insurance required by Federal and State law, meet all minimum requirements for wage and hour laws, and provide for worker's compensation for anyone performing work on the Pike County School property in accordance with the contract.

Contractor will comply with the Alabama Immigration Law, ALA. CODE §31-13-9 ©which requires that all contractors and grantees of the Pike County Board of Education provide the Board with a notarized Affidavit of Immigration Law Compliance and E-Verify Memorandum of Understanding.

Contractor is subject to all labor laws including child labor laws for both federal and state.

Contractor is expected to take all reasonable care to protect Pike County School property against damages in the performance of this contract. In the event damages occur, the contractor will be held liable for damages and the Pike County Board reserves the right to repair damaged property and deduct the dollar amount of the damages plus the dollar amount for the employee(s) to manage the repairs, including all pay, benefits and taxes from any amount due to the contractor. Contractor further agrees to reimburse the Pike County Board for all attorney fees and court costs in pursuit of damages.

5. LACK OF PERFORMANCE:

Lack of performance will result in cancellation of the contract or deduction from the amount due to the contractor. Lack of performance may be describes, but not limited to, failure to perform under this contract and any or all parts of the contract. As one example of lack of performance, and only an example, grass clippings that remain after contractor has completed work and needing to clean off sidewalks and around door openings will result in a deduction from the amount due to the contractor. In this example, the amount deducted would be the dollar amount for all pay, benefits and taxes for the Pike County Employee(s) to sweep the sidewalks and door openings.

6. SCHEDULED DATES FOR WORK TO BE PERFORMED:

Contract to begin on July 1, 2020 and will run for a five year period. Recued each year by mutual agreement. Except as noted in number 8 below CANCELLATION OR TEMINATION OF THE CONTRACT: below.

Dates and number of cuts will be determined on an as needed basis by the Pike County Board of Education. Any of the following may determine the need for services described in this contract: The Director of Finance and Operations, Chief of Maintenance and Transportation, or the Superintendent. Contractor must contact the Chief of Maintenance and Transportation each week prior to performing work to determine the need for cutting for each individual campus. Note that all grass cuts will be performed on the weekend except as authorized by the Director of Finance and Operations or Chief of Maintenance and Transportation. For weekday work, the contractor must obtain written authorization from the principal prior to performing work and authorization from the

Director of Finance and Operation or the Chief of Maintenance and Transportation.

Thursdays prior to a scheduled home sports game, is the only firm date for grass cutting and ground maintenance. These dates are available from both high school offices. The grass will be cut no later than Friday and no earlier than Thursday before a scheduled home football game at both Pike County High School and Goshen High School. The contractor is responsible for obtaining a schedule from the office of each campus. All other cuttings will be at the request of the Pike County Board of Education.

Once the contractor receives the call to perform the required work on a single campus or multiple campuses, the contractor will have 24 hours to respond. Unless the request is for a specified date.

Typically the work will be performed on the weekend while students are not in class. However exceptions are made for events as necessary.

7. APPROVAL OF WORK PERFORMED AND PAYMENT TO CONTRACTOR:

1. The work performed by the contractor will be reviewed and approved by the Chief of Maintenance and Transportation and the Director of Finance and Operations. Invoices must be sent or delivered to the Pike County Board of Education, 101 W. Love Street, Troy, AL 36081 (faxed invoices are not accepted), by the 28th day of the month.
2. All work will have a certificate of completion for each individual campus after the work is complete. It is the contractor's responsibility to have the invoice signed by the Chief of Maintenance and Transportation for each campus. Please invoice each campus separately with dates and cost of

each cutting separately. The Pike County Board of Education reserves the right to withhold payment for work not performed or properly certified in this manner.

3. Payment to the contractor will be made by the tenth of the month for work performed the previous month that is in complete compliance with paragraphs 1 and 2 above.

8. CANCELLATION OR TERMINATION OF THE CONTRACT:

The Pike County Board of Education reserves the right to void or cancel this contract at its convenience with or without cause, or for no-performance as determined by the Superintendent or Director of Finance and Operations, and/or for lack of funding or for any other reason deemed appropriate. If voided or canceled, the contractor will be given written notice.

9. RENEWAL OF CONTRACT:

This contract may be renewed, each year for four additional years, at the discretion of the Pike County Board of Education and if the contractor agrees to renewal. If State law or State Department directs a lesser amount of time for contract extension, then this decision will prevail.

10. AGREEMENT:

The four corners of this documents constitute the entire agreement, and there are no other agreements pertaining to this subject and work effort. It is further agreed there are no other written or verbal agreements other than as part of this contract.

The contractor agrees to perform said services, provide equipment, materials, supplies, or other stated items, in such a manner that will assure that all applicable laws, regulations, statues, or restrictions are

met and adhered to including but not limited to design, installation function, performance and purpose intended.

The contractor affirms by his signature, that all warranties, guarantees pledges, or promise of performance, construction, design, or composition of equipment, materials supplies, or services shall be honored by contractor, his employees, assigns and/or agents.

11. HOLD HARMLESS:

The contractor releases the Pike County Board of Education, its assigns, employees, or agents from the agrees to indemnify and to hold harmless and defend the Pike County Board of Education, it assigns, employees, and agents against any and all claims, actions, proceeding, costs, damages and liabilities, including attorney's fees arising out of, connected with, or resulting from any damages to an person or property, including the property of the contractor, his assigns, agent, or employees, or to equipment, materials, supplies, belongings or other items connect in any way with contractors actions in stalling, delivery, construction or handling of any equipment, supplies, services or action in or on property of facilities of the Pike County School Board of Education. The contractor agrees to pay all Pike County Board of Education attorney cost in connection with this article and all other articles of this contract.

The contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Pike County Board of Education and must agree, as evidenced by vendor's signature, to provide payment for any and all unauthorized alterations, damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Pike County Board of Education makes no representations, warranty, or covenant, express or implied with respect to any structure,

facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in “as is” condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of this contract to insure safety for the contractor, his employees, assigns and/or agents.

For all campuses in the Pike County School System:

Bids amounts must be placed individually for each campus or broken out in section of a campus as indicated on the bid sheet.

The bid will be awarded on the factors listed below and evaluated by a team at a separate date from the bid opening.

It is the intent of the Board to award the contract to a single bidder. The Board reserves to right to extend the contract to additional areas not covered in the initial walk through for all campuses and any and all campuses that may be added at a future date. Additional cost for cutting may be negotiated and will become a part of the contract, which may occur at any time during the contract period.

See attached bid sheet for campus identifications and use this bid sheet for your bid.

As new properties are added to the school system the contractor will be ask to price the additions and add to the original bid for considerations and award.

2020 Pike County Schools:

Grass Cutting Sites

Bid opening on June 9, 2020 at 2 PM in the Central Office

<u>School/Site</u>	<u>Bid Price</u>
1. Pike County High School	_____
2. "Hole" @ Pike County High School	_____
3. Banks Primary School	_____
4. Banks Middle School	_____
5. Goshen Elementary School	_____
6. Goshen High School	_____
7. Alternative Learning Center (ALC)	_____
8. Pike County Elementary School	_____
9. CA3L Building (Hwy 231 S.)	_____
10. CA3L "extra cut" #1	_____
11. CA3L "extra cut" #2	_____
12. CA3L "extra cut" #3	_____
13. CA3L "extra cut" #4: Bush Hog area	_____
14. PCHS "King Land": 196 Gilmore St.	_____
15. Goshen High School, Ag Complex: 109 John Anderson Dr.	_____
TOTAL BID PRICE \$ _____	

Company Name _____ **Phone #** _____

Signature _____ **Date** _____

