

INVITATION TO BID

Sealed Bids will be received by Elizabethtown Area Water Authority (Authority), 211 W. Hummelstown St., Elizabethtown, PA 17022, until 10:00 A.M. on February 9, 2024, at which time the bids received will be opened and read aloud for a single Contract for General Turf Mowing and Trimming Services.

Bid proposals shall be on the forms furnished by the Authority and shall be submitted in a sealed, opaque envelope marked "Bid Opening of February 9, 2024, for 2024 General Turf Mowing and Trimming Services".

All bidding documents can be obtained at the Authority website: www.ETOWN-WATER.COM.

A pre-bid meeting will be held on January 29, 2024, at 9:00 A.M. at the Authority Building, 211 W Hummelstown St, Elizabethtown, PA 17022 for the purpose of answering questions about the bid specifications and visiting the service locations. Should there be inclement weather, the alternate meeting date is February 2, 2024.

The awarding of a contract to the successful bidder, if appropriate, will take place at the Authority Board Meeting to be held on February 12, 2024, at 6:30 P.M., prevailing time.

The Authority hereby reserves the right to reject any or all proposals if deemed necessary and in the best interest of the public.

**ELIZABETHTOWN AREA WATER AUTHORITY
2024 GENERAL TURF MOWING AND TRIMMING SERVICES MAINTENANCE CONTRACT**

BID INSTRUCTIONS AND GENERAL CONDITIONS

Elizabethtown Area Water Authority (EAWA) is requesting proposals for general turf mowing and trimming services. The awarded Contractor (Contractor) will perform the following services:

Overview:

The Contractor is to provide general turf mowing and trimming services for EAWA's designated public building grounds and other designated properties. The Contractor is expected to provide all supervision, labor, equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the general turf mowing and trimming services. All bids shall be hand delivered to Del Becker, Elizabethtown Area Water Authority, 211 W Hummelstown St, Elizabethtown PA 17022. Bids will be accepted until 10:00 A.M. on February 9, 2024.

All questions about the meaning or intent of the bidding documents are to be submitted in writing via email to dbecker@etown-water.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda. Addenda will be posted to the EAWA's website. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

TURF MOWING and TRIMMING PERFORMANCE SERVICE STANDARDS AND SPECIFICATIONS

The following performance service standards will be utilized by the appropriate EAWA Contract Representative to evaluate the turf mowing and trimming services provided by the Contractor.

1. Contract Representatives

- a. Del Becker, EAWA Manager (dbecker@etown-water.com)
- b. Jason Bock, Operations Manager (jboc@etown-water.com)

2. Contractor

The Contractor must furnish sufficient labor, equipment, supplies, and other resources to perform mowing and trimming of all areas specified in this contract approximately four times per month, unless otherwise indicated, during the mowing season.

3. Contract

The contract for the general turf mowing and trimming services maintenance contract must be for the mowing season for 2024, with an option for an additional year for 2025. The "mowing season" is defined as the period beginning on or about March 31, and ending on or about October 31 of the same calendar year, with the actual dates being weather dependent. EAWA and the Contractor shall have the option to renew this Contract for a one (1) year basis from January 1 - December 31, 2025. Should EAWA elect to renew this Contract, it shall notify the Contractor, in writing, by October 31, 2024. The Contractor shall inform EAWA, in writing, within thirty (30) days after receipt of such notification whether the Contractor elects to renew or to reject the offer to renew this Contract.

This is a unit price bid and contract. Bids shall specify both unit cost and total annual cost on the Bid Form. Should the figures be irreconcilable, the unit price shall govern, and awards will be made on that basis. The Contractor shall be paid the unit price for each item of work following performance and not compensated for work not performed. The number of mowings on the Bid Form is an estimate; actual number of mowings may be less or more than the estimated number on the Bid Form.

EAWA is a tax-exempt entity.

4. Work Days and Work Hours

All mowing and trimming can be completed Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. Work cannot be completed on weekends (Saturday and Sunday) and/or holidays unless written permission is provided by EAWA. Mowing required on Saturday, Sunday, or on a holiday will be at the regular contract price.

If the Contractor cannot perform his/her duties under this contract due to illness, vacation or other reasons (except adverse weather), it is the Contractor's responsibility to notify EAWA immediately in writing. EAWA reserves the right to require the Contractor to secure a subcontractor to perform the Contractor's work, as long as the substituting contractor is acceptable to EAWA.

5. Contractor Personnel—Clothing

All Contractor personnel must wear appropriate clothing and must remain fully clothed while performing services.

6. Contractor Personnel—Behavior

All Contractor personnel must be courteous to the general public, acting at all times in a respectable manner. Under no circumstances will Contractor personnel yell, shout, or call out to patrons/residents, or engage in suggestive comments, gestures or lascivious behavior while performing services. Contractor vehicles must be parked legally in such a manner as to not impede traffic or access to neighboring properties.

7. Frequency of Mowing/Trimming

It is estimated that between March 31 and October 31 the properties under this contract will require mowing/trimming approximately four times per month. Services may begin prior to or be necessary following these suggested dates of season commencement and closure upon authorization by EAWA.

8. Litter Collection

Litter must be collected prior to each mowing. "Litter" must mean twigs, paper, cans, bottles, and/or other discarded debris or materials.

- a. Contractor personnel must transport and deposit the litter at EAWA's dumpsters located at 211 W Hummelstown St or 299 W High Street.
- b. Contractor must not include in the disposal any oil, waste materials or other debris resulting from the operation of its equipment.

9. Mowing/Grass Cutting

- a. Grass must be cut at a height of three and ½ (3.5) inches.
- b. Contractor may be requested to mow on specified days set forth by EAWA. EAWA reserves the right to request the selective mowing of properties due to excessive or substandard growth in any given area.
- c. In areas where the grass has been cut and windrows are established, it will be the responsibility of the Contractor to recut the area to redistribute the cuttings. All mowing must be done in such a manner as not to cause rutting or turf kill (brown out).

10. Trimming

All trimming in a mowed area must be done upon completion of mowing in the area.

- a. Trimming of grass must be performed at each mowing so that no grass directly touches any buildings, curbed roads or medians, drives, concrete or asphalt surfaces, play equipment, picnic tables, benches, fences, water fountains, or other structures.
- b. Trimmings of grass must be swept or blown off all hard-surfaced areas.
- c. Grass around trees and shrubs must be kept trimmed, but must be maintained at the same mowing height as the rest of the grass in the area covered under the contract. Shrubs or trees must not be trimmed at any time by the Contractor.
- d. Trimming must not damage, gouge or cause divots around tree trunks, buildings and sidewalks.

11. Contractor Performance

During the progress of the contract, if it becomes apparent that the Contractor is unable to perform the work in accordance with the contract specifications, he/she will acquire additional supplies, equipment, and/or personnel as may be required by EAWA to ensure that the work is accomplished in accordance with contract specifications.

- a. If any service under this contract is not in conformity with the requirements of the contract, the Contractor is required to perform the services again; such services must be performed within twenty-four (24) hours, without additional cost to EAWA.
- b. In the event the Contractor fails to perform the services again, and to take necessary steps to ensure future performance in accordance with the contract requirements, EAWA must have the right to have the services performed in conformity with the contract requirements and charge the Contractor for all costs, direct and indirect, incurred by EAWA in procuring such services.
- c. The contractor will not be entitled to payment for extra work beyond the scope of the contract which has not been previously approved, in writing, by EAWA.
- d. EAWA reserves the right to terminate the contract with cause.

12. Safety Specifications

- a. Contractor personnel must operate all equipment on streets and public grounds in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- b. Contractor must provide all equipment training for his/her personnel and ensure that the appropriate safety personal protective equipment is worn when performing services outlined in the contract.

13. Damage to Trees, Shrubs, Floral or Cultivated Vegetation

Damage must be defined as a result of contact with the Contractor's equipment or other aspects of the Contractor's operations. The Contractor must notify EAWA of any damage that results from his/her operations on the day he/she first notices such damage.

- a. All tree and shrub damage will be computed using replacement cost values up to and including the full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- b. All floral or cultivated vegetation damage will be computed using replacement cost values.
- c. All sod damaged due to rutting by the Contractor's equipment will be computed using replacement cost values.
- d. EAWA may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

14. Damage to EAWA/Other Property

The Contractor must be responsible for damage to any EAWA, school, or private property, facilities, or structures damaged because of his/her operations. The Contractor must notify the appropriate EAWA Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. EAWA will determine the nature and extent of Contractor's damage, and will decide the timeframe, method of repair or replacement, and/or monetary restitution required.
- b. EAWA may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

15. Vandalism

In the event the Contractor discovers vandalism to a location, the Contractor will immediately notify EAWA and must remain onsite until someone arrives to investigate. If the Contractor's personnel do not have access to a communications device to notify EAWA, the Contractor's personnel will notify EAWA as soon as possible after completing the contract work.

16. Primary Mowing and Trimming Locations (See attached maps)

The attached maps identify areas to be mowed. Each of the site maps delineate the approximate area to mowed and are not for quantity take off purposes. Slight differences in the boundary to be mowed may exist. Prior to the first mowing, EAWA and the Contractor shall visit each site to agree on the mowing boundary.

- | | |
|------------------------------------|--|
| a. 211 W Hummelstown St | h. Well No. 8 – 245 Cliff Lane |
| b. 299 W High Street | i. Rockwood Tank – 410 Indian Circle |
| c. 1499 Harrisburg Ave | j. Buckingham Tank – 980 Buckingham Blvd |
| d. 235 Farmland Drive | k. Groff Tank – 1031 Ridge Road |
| e. Well No. 3 – 601 Hampden Road | l. Hollinger Lane Access |
| f. Well No. 4 – 5 Kiwanis Blvd | |
| g. Well No. 5 – 280 Beechwood Lane | |

17. Miscellaneous Work

All respondents to this RFP must provide a per-hour rate for the mowing season each year for additional mowing and/or trimming that may arise on an as-needed basis.

18. Rejection/Acceptance of Proposals

EAWA reserves the right to reject any or all proposals. All respondents will be notified following award of the contract.

EAWA reserves the right to accept a proposal which is not the lowest cost, to waive informalities, irregularities or other deficiencies, and to accept a proposal which does not conform strictly to the requirements of this RFP. EAWA will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

GENERAL SERVICE PROCEDURES

The following general service requirements will remain in effect during the contract:

1. Billing Procedures

The Contractor must specify on the invoice or bill the specific date(s) and times the work was performed for each location that was mowed/trimmed.

- a. Invoices or bills for payment must be submitted by the first (1st) Friday of the month.
- b. EAWA will review the billing and process the invoice for payment.
- c. Restoration payment will be deducted from the total due to the Contractor for damage to trees, shrubs, floral or cultivated vegetation, or damage to EAWA/other property.
- d. EAWA is tax exempt, and the Contractor must not charge EAWA sales tax.
- e. No invoice must be submitted for less than a full location mowed or trimmed.

2. Insurance

A Certificate of Insurance must be provided by the Contractor prior to the issuance of the contract and must be maintained throughout the life of the contract. Other requirements are as follows:

- a. Statutory Workers' Compensation limits as required by the Commonwealth of Pennsylvania
- b. Elizabethtown EAWA named as an "Additional Insured" on the Contractor's Commercial General Liability, Automotive Liability, and Comprehensive Bodily Injury & Property Damage Combined policies.
- c. Should subcontractor(s) be utilized for any portion of this contract, the Contractor must include subcontractor(s) under its insurance policies, or Contractor must furnish separate certificates and endorsements for each subcontractor.

3. Contractor's Personnel

Employees hired to perform any or all portions of this contract must be paid by the Contractor in accordance with the laws of the Commonwealth of Pennsylvania and must provide Workmen's Compensation and other statutory benefits to comply with the laws of the Commonwealth and/or federal laws.

4. Indemnification and Hold Harmless

In the performance of this Contract, the Contractor must be deemed to be an independent contractor, and must agree to indemnify, defend and hold harmless EAWA, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and, further, for all expenses for litigation arising from any such claim. If any litigation on account of such claims must be commenced against EAWA, its employees or representatives, the Contractor, upon notice thereof from EAWA, must defend the same at its own cost and expense; and the record of any judgment rendered against EAWA on account of such claims for damages must be conclusive as against the Contractor, and entitle EAWA to recover the full amount thereof, with interest and costs and attorney fees incurred by EAWA and right of action therefore must accrue to EAWA as soon as judgment must have been rendered, whether the Contractor must have paid the amount or not.

BID FORM – ELIZABETHTOWN AREA WATR AUTHORITY
GENERAL TURF MOWING & TRIMMING SERVICES

Location	Estimated Frequency (per month)	Estimated Annual Mowings	2024 Fee Per Mowing	Estimated 2024 Annual Cost	2025 Fee Per Mowing	Estimated 2025 Annual Cost
a. 211 W Hummelstown St		24	\$ _____	\$ _____	\$ _____	\$ _____
b. 299 W High Street		24	\$ _____	\$ _____	\$ _____	\$ _____
c. 1499 Harrisburg Ave		24	\$ _____	\$ _____	\$ _____	\$ _____
d. 235 Farmland Drive		24	\$ _____	\$ _____	\$ _____	\$ _____
e. Well No. 3 – 601 Hampden Road		24	\$ _____	\$ _____	\$ _____	\$ _____
f. Well No. 4 – 5 Kiwanis Blvd		24	\$ _____	\$ _____	\$ _____	\$ _____
g. Well No. 5 – 280 Beechwood Lane		24	\$ _____	\$ _____	\$ _____	\$ _____
h. Well No. 8 – 245 Cliff Lane		24	\$ _____	\$ _____	\$ _____	\$ _____
i. Rockwood Tank – 410 Indian Circle		24	\$ _____	\$ _____	\$ _____	\$ _____
j. Buckingham Tank – 980 Buckingham Blvd		24	\$ _____	\$ _____	\$ _____	\$ _____
k. Groff Tank – 1031 Ridge Road		24	\$ _____	\$ _____	\$ _____	\$ _____
l. Hollinger Lane Access		24	\$ _____	\$ _____	\$ _____	\$ _____

Miscellaneous Mowing/Trimming: _____\$/hour 2024 _____\$/hour 2025

The undersigned agrees, if the contract is awarded to his/her firm, to satisfy the conditions stated in the contract documents.

The undersigned agrees, if the contract is awarded to his/her firm, to satisfy the conditions stated in the contract documents.

Respectfully submitted,

Name/Title

Attest

Company Name (if any)

Address

Phone/E-mail

Date

ACCEPTANCE (To be completed by EAWA only in the event the above proposal is accepted.)

Date

Elizabethtown Area Water Authority

Attest

Title

Title

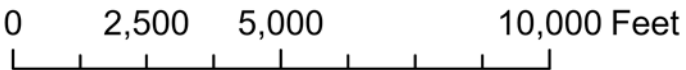
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Elizabethtown Area Water Authority

Mowing Locations

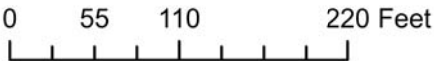
● MOWING LOCATION





Elizabethtown Area Water Authority
211 W Hummelstown Location

 Approximate Area to Be Mowed

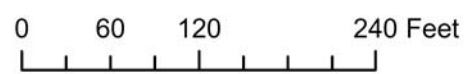




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Elizabethtown Area Water Authority
299 W High St

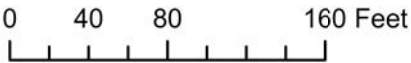
 Approximate Area to Be Mowed

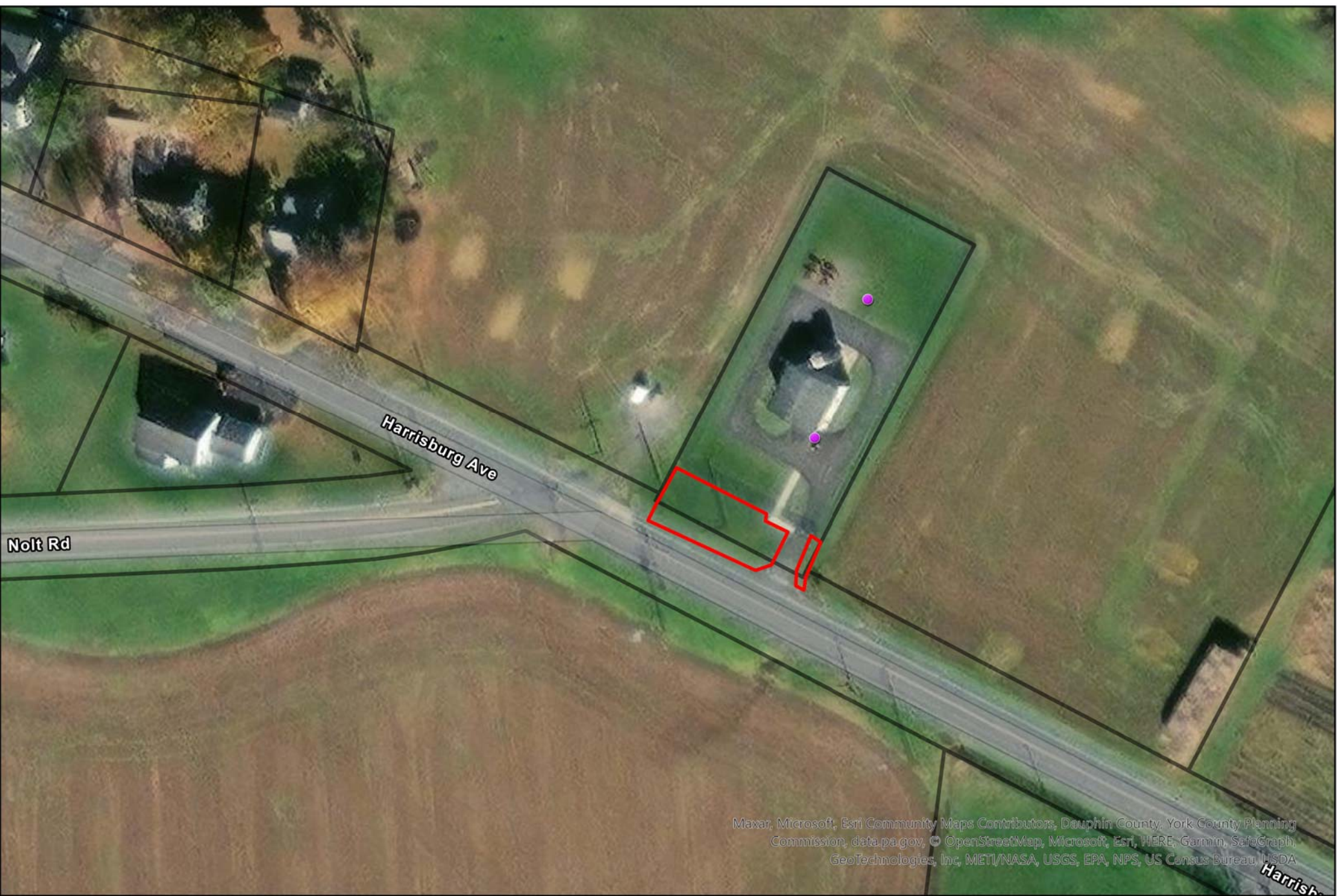




Elizabethtown Area Water Authority
435 Farmland Dr

 Approximate Area to Be Mowed



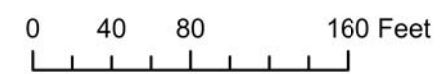


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Elizabethtown Area Water Authority
1499 Harrisburg Ave

 Approximate Area to Be Mowed

NOTE: TRIM EXTERIOR PERIMETER FENCE
AROUND ENTIRE PROPERTY



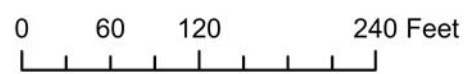


Elizabethtown Area Water Authority Hollinger Lane Access



Approximate Area to Be Mowed

10' EACH SIDE OF GRAVEL ACCESS ROAD

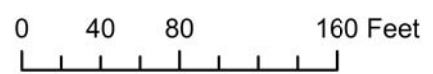




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Elizabethtown Area Water Authority
Well No. 3 - 601 Hampden Road

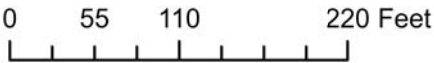
 Approximate Area to Be Mowed





Elizabethtown Area Water Authority
Well No. 4 - 5 Kiwanis Blvd

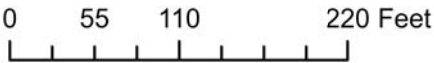
 Approximate Area to Be Mowed

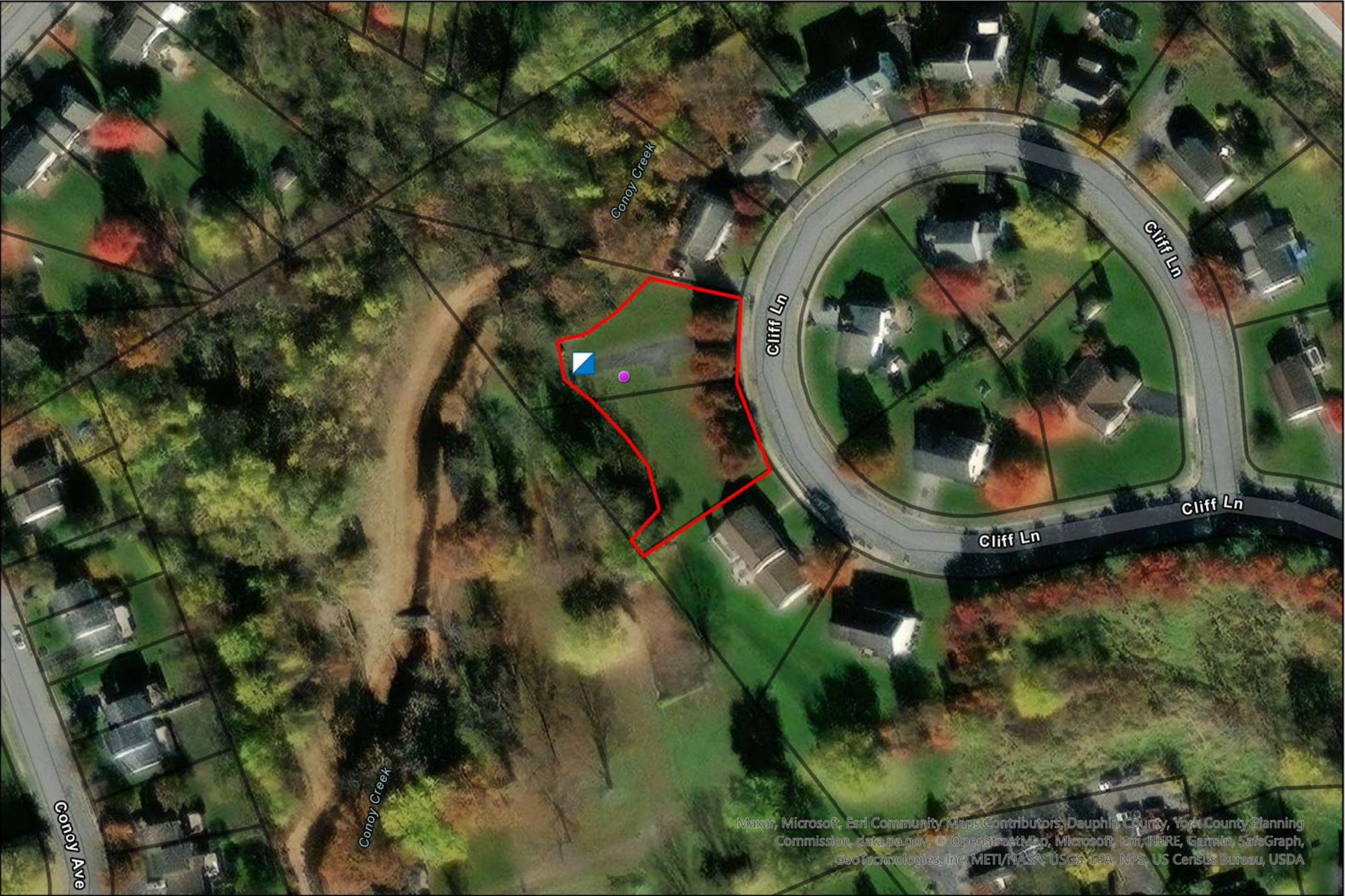




Elizabethtown Area Water Authority
Well No. 5 - 280 Beechwood Lane

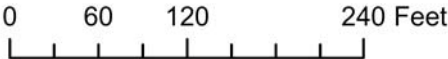
 Approximate Area to Be Mowed

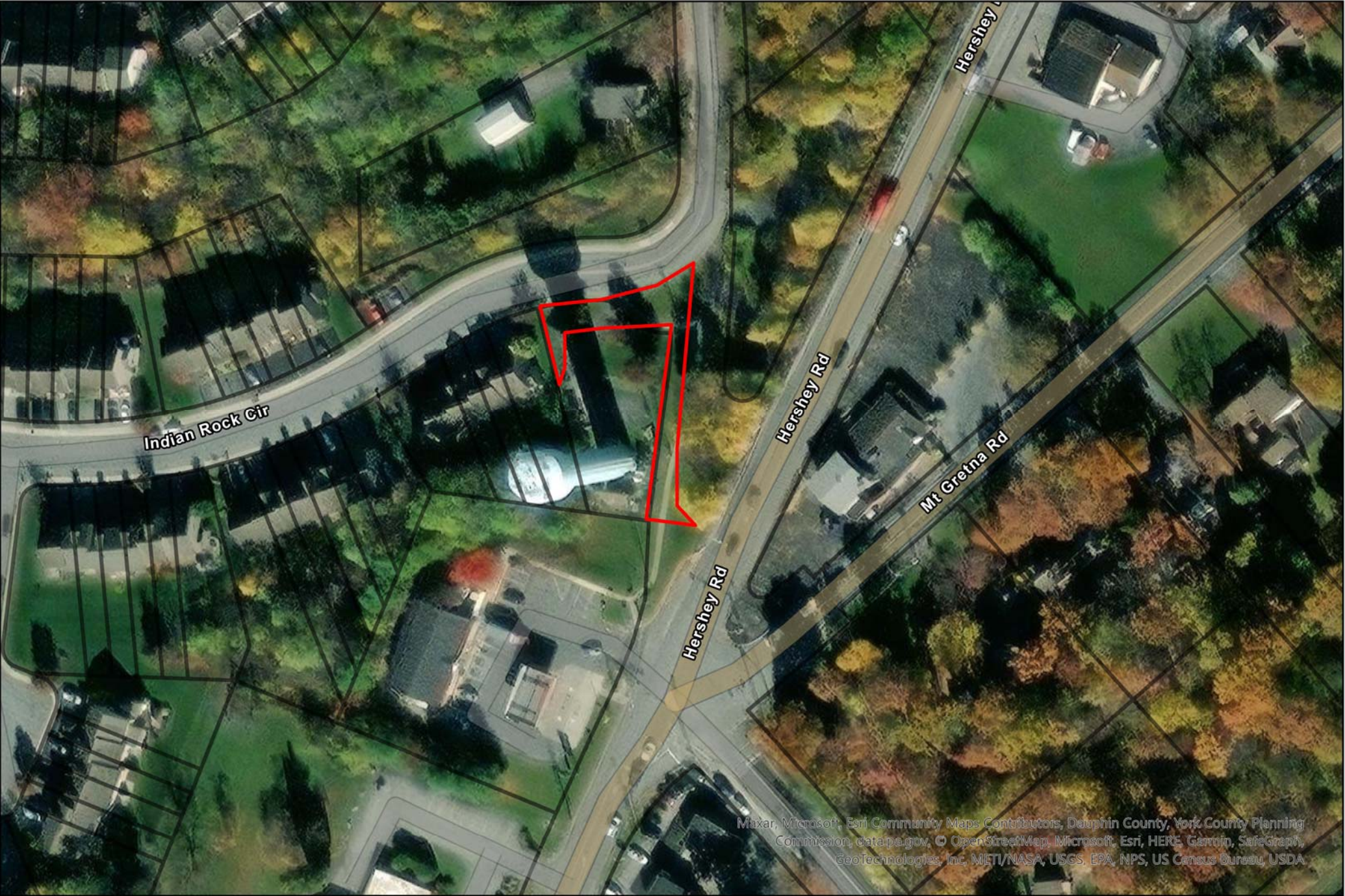




Elizabethtown Area Water Authority
Well No. 8 - 245 Cliff Lane

 Approximate Area to Be Mowed





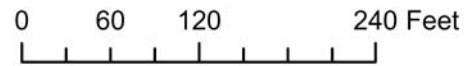
Elizabethtown Area Water Authority

Rockwood Tank - 410 Indian Rock Circle



Approximate Area to Be Mowed

EXTERIOR OF FENCED AREA ONLY
FENCE PERIMETER TO BE TRIMMED



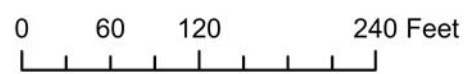


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Elizabethtown Area Water Authority
Buckingham Tank - 980 Buckingham Blvd

 Approximate Area to Be Mowed

EXTERIOR OF FENCED AREA ONLY
FENCE PERIMETER TO BE TRIMMED





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Elizabethtown Area Water Authority Groff Tank - 1031 Ridge Road



Approximate Area to Be Mowed

EXTERIOR OF FENCED AREA ONLY
FENCE PERIMETER TO BE TRIMMED

