



The Town of Saratoga will accept sealed bids from qualified persons or firms interested in providing the following:

**CONTRACT FOR MOWING SERVICES
FOR THE TOWN OF SARATOGA PUBLIC WORKS DEPARTMENT
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

MANDATORY BID MEETING WILL BE HELD AT:

****THE SARATOGA TOWN HALL**:**

ON:

10:00 A.M. on Tuesday, February 11, 2025

BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT:

10:00 A.M. on Tuesday, February 18, 2025

**PLEASE MARK ON ENVELOPE "Town of Saratoga Mowing Contract Bid" AND
RETURN TO:**

Town of Saratoga
Emery Penner, Director of Public Works
110 E. Spring Ave
Saratoga, WY 82331

Direct all questions regarding this bid to Emery Penner by phone at 307-447-2882. The Town reserves the right to reject all bids, to waive technical defects in bids, and to select the bid deemed most advantageous to the Town.

Invitation to Bid

The Town of Saratoga, Wyoming is requesting competitive bids from qualified persons and firms for providing transportation, equipment, supplies, materials, and labor to perform mowing services for the Public Works Department. Interested bidders should review specifications and attachments and submit bid to:

Town of Saratoga
Emery Penner, Director of Public Works
110 E. Spring Ave
Saratoga, WY 82331

Bids shall be in a sealed envelope and marked "Town of Saratoga Mowing Contract Bid". Envelopes shall include all required documents as indicated on the Bid Form in these documents (Page 9).

Bids shall be submitted by **February 18, 2025 at 10:00 A.M.** and will be opened at the same time and place. No decision regarding award will be made at that time.

There will be a **MANDATORY pre-bid meeting on Tuesday, February 11, 2025, at 10:00 A.M.** in the Town Council Room, 110 E. Spring Ave. Saratoga, WY 82331. **In order to turn in a qualifying bid, bidder or bidder's agent must attend the mandatory pre-bid meeting and sign into the sign in sheet provided at the meeting.** A review of the contact specifications will be presented with estimated acreages, mowing quantities, and answer any questions the bidder(s) may have. All bidders are encouraged to attend. If there are questions about these bid documents, please contact Emery Penner at 307-447-2882.

Please note, all bidding parties must be registered with the Wyoming Secretary of State.

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Grounds Maintenance Specifications

1. Contract Times:

This contract shall presume upon its signing by both parties. Unless terminated under additional provisions of this contract, this contract shall terminate on October 15, 2027.

- a. For the purposes of this contract a week is to be considered Sunday through Saturday.
- b. Mowing Times: Mowing shall begin May 1 and end Oct 1 in every year of this contract.
- c. Fertilizer Times: 1st application shall be completed no later than June 1st of every year of this contract. 2nd application shall be completed no earlier than August 1 and no later than August 30th of each year of this contract.
- d. Weed Control Times: 1st application shall be completed no later than June 1st of every year of this contract. 2nd application shall be completed no earlier than August 1 and no later than August 30th of each year of this contract.
- e. Overseeding Times: The single overseeding application shall take place no later than April 15th of each year of this contract.
- f. Additional cuts: Additional cuts may take place 4 weeks prior to the mowing time window referenced in section a. to 4 weeks after the mowing time window. Contractor has 7 days to complete the additional cut(s).
- g. Repair times: Damages to Town infrastructure and facilities shall be repaired by the Contractor immediately.
- h. Unless approved by the project manager all work completed under this agreement shall be completed within a Monday through Friday 7:00am to 5:00pm window.
- i. Work under this contract shall not be completed during practices, games or special events taking place on the locations identified herein. It is the responsibility of the Contractor to be aware of the dates and times of these events.

2. Billing and Payment:

- a. Each invoice shall be itemized by the work completed. Listing base bid cutting and property serviced, fertilized, additional cuts completed etc.
- b. Work shall be billed for only work actually completed, if a cutting of a property on the base bid schedule is eliminated by inclement weather, that property is not billable under this contract. Missed cuttings due to weather may not be made up under this contract unless directed by the project manager.
 - i. If a property is not mowed on week one. It is not billable. This does not mean that the property is then allowed to be mowed twice on week 2 unless approved by the project manager.
- c. At the end of the mowing (October 1, 20xx) annually the Contractor may bill the Town for the remaining amount of the base bid total if the guaranteed amount of cuttings was not realized during the cutting season.
- d. The Contractor shall be required to invoice the Town weekly. Upon its review and approval by the Director of Public Works and Town Council the submitted invoice shall be paid to Contractor within 30 days of submittal. Though the Town is provided with the 30-day payment window, payment is often made bi-weekly.

3. Mowing:

Lawns shall be maintained at a height of 2 inch to 3 ½ inches throughout the growing season. In the areas possessing coarser, heavier native grasses (e.g. Veterans Island), the height of the grass may be slightly

higher than that for lawn grass (no more than 2 additional inches). All areas shall be kept neatly mowed and trimmed. No windrowing or visible clumps of clippings shall be allowed on areas listed in this contract. If this is not adhered to the clippings will be collected and disposed of by the Contractor at the Contractor's expense. The base bid of this contract requires that the properties be mowed once weekly for the duration of the mowing window in section 1. Frequency of mowing shall be determined by the growth rate and weather. The Town may request additional cuts under this contract as determined by the project manager. Reasons may be special events, faster growing periods, etc.

- a. Trash collection: All properties listed in this contract shall be walked and trash collected and removed prior to mowing. Any trash mowed over shall be cleaned and removed after mowing.
- b. Trimming: All properties in this contract shall be neatly trimmed. Areas to be trimmed shall be in locations where grass terminates against a border an object or the like. Examples include: sidewalks buildings, trees, benches, fences, tables and similar areas as each respective area is mowed. Any park items removed to gain access to areas for edging and trimming will be replaced at completion of work. Mowing, edging and trimming shall be done so as to cause the least possible inconvenience to park patrons these operations. Trimming shall not damage items being trimmed around. I.e. do not damage bark on a tree being trimmed around.
- c. Cleanup: Trimmings and clippings shall be removed from sidewalks and street areas after work is completed. They shall not be left in the gutters or in the roads.
- d. Additional cuts: Additional cuts for properties may be required by the project manager. If required, the contractor has 7 business days to complete the extra cuts. This will primarily look like certain properties being cut twice a week depending on the growing season. Additional cuts shall be billed by the rates submitted with this bid on the "Additional Services Pricing".

4. Watering:

The Town will be responsible for the watering of all facilities and shall also be responsible for the maintenance and operation of each facility's sprinkler systems. The Contractor shall be responsible for the immediate repair of any sprinkler system damaged by the Contractor. Any damaged or non-functioning sprinkler system identified by the Contractor during normal execution of the contract will be reported to the Town on the day the sprinkler system is noted as damaged or non-functioning. Any suggested repairs or improvements recommended by the Contractor as it regards to the Town's irrigation system, shall not be carried out unless approved by the project manager.

5. **Weed Control:**

All noxious weeds and plants within the subject properties shall be controlled and cut regularly as a part of the normal mowing operation. An herbicide that does not affect grasses shall be applied to the properties in this contract twice annually, once in early spring and once in late summer. These times shall be decided by the project manager with a two weeks' notice, but no later than the dates identified in section 1. Product for this application shall be provided by the Town, unless otherwise agreed upon by the parties. Compensation for provided materials for weed control shall be made outside of this contract.

6. **Fertilizing:**

A weed and feed fertilizer shall be applied to the properties in this contract twice annually. Once in early spring and once in late summer. These times shall be decided by the project manager with a two weeks notice, but no later than the dates identified in section 1. Applications shall be done in accordance with the product specifications. Product for this application shall be provided by the Town, unless otherwise agreed upon by the parties. Compensation for provided materials for fertilizing shall be made outside of this contract.

7. **Overseeding:**

The properties in this contract shall be overseeded in early spring prior to mowing. The properties shall be overseeded and the normal industry rate for existing lawns as determined by the product. The properties shall be overseeded with a rocky mountain blend seed mix that is suitable for growing at Saratoga's elevation and climate. This date is to be determined by the project manager with a two weeks' notice. But no later than the date identified in section 1. Seed for this application shall be provided by the Town unless otherwise agreed upon by the parties. Compensation for provided materials for overseeding shall be made outside of this contract.

8. **Equipment and Materials:**

Unless this contract determines otherwise, the Contractor shall provide all necessary equipment and materials necessary to complete the services described herein.

9. **Subletting:**

The Contractor shall not be permitted to assign or sublet this contract without the written permission of the Town.

10. **Work Evaluation and Remedy:**

The Town shall periodically inspect the Contractor's work. Due to the importance of this contract to the Town's green space system there will be a call back policy in place for the duration of the contract. If there is a problem with the quality of the contractors work identified by the project manager, notice will be given to the Contractor that there is an issue at one of the locations. From that point the Contractor has 72 hours to correct the issue. **If this issue cannot be corrected in the 72-hour window, Town staff will have the right to correct the issue and charge**

the Contractor at a rate of \$60/hour to correct the issue with a one hour minimum required. If the Town exercises this right, the Contractor will be notified and provided pictures of the issue. If this charge becomes applicable, the invoice due that week should reflect a credit at the correct rate. This will be discussed with the Contractor awarded the contract as we understand there will be a learning curve when mowing our properties. However, if this becomes a regular occurrence, after 3 different occurrences, the Town reserves the right to begin the process to terminate the contract.

11. Communication, walkthrough and meetings:

The Contractor is required to be available for bi-weekly meetings if required as well as walkthroughs prior to the beginning of the mowing season. The Contractor is also required to be available to communicate with the project manager or his or her agent by phone and email.

12. Indemnification, Liability, and Insurance:

The Contractor shall purchase general liability insurance (\$500,000.00 each occurrence, \$1,000,000 aggregate), insuring the Contractor against liability for any claims, attorney's fees, causes of action or damages arising out of the services performed by the Contractor. The Contractor shall also comply with all state and federal labor laws including but not limited to Wyoming Workers Compensation, if applicable. Contractor shall provide the Town with proof of both general liability insurance in the requisite amounts and Wyoming Workers Compensation coverage, if applicable.

The Town and Contractor hereby agree that the Contractor shall defend and indemnify the Town, its employees, elected and appointed officials and shall further hold the Town, its employees, elected and appointed officials harmless from and against any such claims, demands, causes of action, damages and judgments, including but not limited attorney's fees incurred by the Town in the defense of any such claim, demand, cause of action, damage or judgment, no matter how caused.

The Contractor shall be responsible for daily maintenance of all equipment, for compliance with all safety rules and regulations, all applicable municipal, county, state and federal regulations, and for the proper training and supervision of its personnel.

13. Modification, Termination and Waiver:

No modification or amendment of this contract shall be effective unless it is in writing and signed by both parties. Either party may terminate this Contract immediately upon breach or with other cause, or upon thirty (30) days written notice to the other party without cause or breach. No failure of the Town to enforce any term hereof shall be deemed a waiver.

14. Attorney Fees:

In any legal action brought by either party to enforce the terms hereof, the prevailing party shall be entitled to all costs incurred in connection with such action, including the prevailing party's attorney fees.

Base Bid Form. – Town Properties (TO BE SUBMITTED IN SEALED ENVELOPE)

Item	Location	Est. Acres	Price Per Week (1 cut per week)	Gtd. Qty	Total Gtd. Qty.
1.	Kathy Glode Memorial Park	2.53	\$	20	\$
2.	Veterans Island	4.15	\$	20	\$
3.	Good Times Park	.66	\$		\$
4.	Saratoga Town Hall	.01	\$	20	\$
5.	Triangle Park	.09	\$	20	\$
6.	Saratoga Senior Center	.12	\$	20	\$
7.	Saratoga Branch of the Carbon County Library	1.1	\$	20	\$
8.	Platte Valley Community Center	.30	\$	20	\$
9.	Woods Baseball Fields	2.8	\$	20	\$
			Price Per Application	2	\$
10.	Fertilizing (Labor)			2	\$
11.	Weed Spraying (Labor)			2	\$
12.	Spring Overseeding (Labor)			1	\$
				Total	\$ _____

Additional Service Pricing.

Note: This is the price per cut that shall be billed to the Town for cuts required in addition to those listed in the base bid. These additional cuts shall be completed in congruency with this contract. These additional cuts shall be only requested and approved by the project manager or his/her authorized representative.

Item	Location	Est. Acres	Price Per Cut
1.a	Kathy Glode Memorial Park	2.53	\$
2.b	Veterans Island	4.15	\$
3.c	Good Times Park	.66	\$
4.d	Saratoga Town Hall	.01	\$
5.e	Triangle Park	.09	\$
6.f	Saratoga Senior Center	.12	\$
7.g	Saratoga Branch of the Carbon County Library	1.1	\$
8.h	Platte Valley Community Center	.30	\$
9.i	Woods Baseball Fields	2.8	\$

BID FORM (TO BE SUBMITTED IN SEALED ENVELOPE)

Bidder must complete the following in this section in its entirety, and sign and date where indicated. Upon approval by the Department of Public Works and The Saratoga Town Council this agreement shall take effect.

The undersigned bidder hereby proposes to furnish transportation, equipment, supplies, materials, and perform all necessary labor to complete all work stipulated, required by, and in conformity with the proposed contract documents and specifications attached for the prices as follows.

Total Price

Base Bid Pricing:

2025 Total \$ _____

Annual Pricing (up to 5% increase)

2026 Base Bid Total \$ _____

2027 Base Bid Total \$ _____

Total Maximum Contract Price for 3 years \$ _____

Base bid pricing listed above for 2025+2026+2027

It is the intent of the Town to award the contract to the bidder with the lowest maximum contract price for the 3-year period.

SUBMITTALS TO BE PLACED IN SEALED ENVELOPE

The following must be submitted with bid:

- 1. Bid Pricing Sheet (Page 8)
- 2. Bid Form (Page 9)
- 3. References (Page 10)

Company Name, Address and Phone Number

Company Name

Please Print Name

Address

Signature

City/State/Zip Code

Title

Phone

Date

REFERENCES (TO BE SUBMITTED IN SEALED ENVELOPE)

A minimum of five (3) years' experience is required of the successful bidder. Experience must be in some form of commercial mowing or mowing of large properties in a mass amount, or in similar services, as described in the scope. Experience and references will be verified. Bidders are REQUIRED to provide the information IN FULL DETAIL.

How many years has your company been in business? _____ years			
List references showing contacts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper if needed.			
Company Name & Address	Contact Name & Phone Number	Date of Job	Description in detail the services your company provided.