

## NOTICE TO BIDDERS

For  
Mowing and Grounds Maintenance Services for City of  
Gastonia  
Housing & Community Engagement Department

BID #

TO: ALL PROSPECTIVE BIDDERS

FROM: Lana DuPont, Grants Accounting Specialist

SUBJECT: MOWING AND GROUNDS MAINTENANCE SERVICES FOR CITY OF GASTONIA,  
HOUSING & COMMUNITY ENGAGEMENT DEPARTMENT

DATE: 4/18/2024

The City of Gastonia is soliciting bids for Mowing and Grounds Maintenance Services for City of Gastonia, Housing & Community Engagement Department. If you are interested in bidding on this Mowing and Grounds Maintenance Services contract, please submit your bid by **3:00 P.M.** on **Friday, May 17, 2024** addressed to City of Gastonia, Housing and Community Engagement, P.O. Box 1748. Gastonia, NC 28053.

All bids shall be in sealed envelopes and marked on the exterior, "Mowing and Grounds Maintenance Services City of Gastonia, Housing and Community Engagement Department". Bid forms must be completed in ink or typewritten.

Please contact Lana DuPont, Grants Accounting Specialist by phone at (704) 866-6906 or by email at [ana.dupont@gastonianc.gov](mailto:ana.dupont@gastonianc.gov) for any questions regarding this bid package.

**INSTRUCTIONS TO BIDDERS FOR  
MOWING AND GROUNDS MAINTENANCE SERVICES FOR  
CITY OF GASTONIA  
HOUSING & COMMUNITY ENGAGEMENT DEPARTMENT**

**BID:**

**DATE: April 18, 2024**

- Bids are due in the Housing & Community Engagement Department Office, 150 S. York St., Gastonia, North Carolina 28052, by **3:00 P.M. on Friday, May 17, 2024**
- All bids received after the time and date specified will not be considered.
- All bids must be submitted on the Contractor Bid form.
- Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract for Mowing Services until one or more of the bids have been duly accepted.
- The bidder's attention is directed to the fact that the information submitted on the bid form will ultimately be considered as an integral part of the Contract executed with the successful bidder.
- All questions concerning this project shall be submitted in writing to Lana DuPont at [lane.dupont@gastonianc.gov](mailto:lane.dupont@gastonianc.gov) by 5:00 P.M. on Friday, May 3, 2024. All questions and answers will be published in a form of an addendum on the City website at [www.gastonianc.gov](http://www.gastonianc.gov) by Tuesday, May 7, 2024.
- The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Contract for Mowing and Grounds Maintenance Services and Bid Letting Documents thoroughly, and (b) visited the site (s) where the work is to be performed and familiarized him/herself with all conditions affecting the bid and the possible performance of the work.

Bid forms must be completed in ink or typewritten. If necessary, additional copies may be obtained from the Contract Coordinator.

All bids shall be in sealed envelopes and marked on the exterior, "Mowing and Grounds Maintenance Services for City of Gastonia, Housing & Community Engagement Department" and addressed to:

Lana DuPont, Grants Accounting Specialist  
Housing & Community Engagement  
City of Gastonia  
PO BOX 1748  
Gastonia, NC 28052

Note: If not mailed, bids must be delivered to the Housing & Community Engagement Office at 150 S. York St., Gastonia, NC 28053 by 3:00 P.M. on May 17, 2024

- All bids received will be examined promptly after opening and award will be made at the earliest possible date thereafter.
- The bid of the lowest responsive/responsible bidder(s) will be accepted. The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to perform the services bid upon.
- The City of Gastonia specifically reserves the right to reject any and all bids, to accept any or all parts of a bid, to increase or decrease the quantity for required services to meet additional or reduced requirements or to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- All prospective bidders are to take special notice that performing the work per specifications as well as cost will be an important factor in determining selection of the contractor. Only contractors with a demonstrated ability to render mowing services will be awarded this contract.
- The successful bidder shall procure and maintain, during the life of the contract, the following insurance coverage's:

**Worker's Compensation:** Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

**Comprehensive General Liability:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include

premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

**Business Auto Policy:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

**Hold Harmless:** The Contractor agrees to indemnify and hold harmless the City of Gastonia from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the City.

**City of Gastonia Housing and Neighborhoods  
Mowing Maintenance Contract General Specifications**

**I. GENERAL CONDITIONS**

CONTRACT PERIOD

The initial term of performance of this maintenance contract will be for a period of twelve (12) months beginning on July 1, 2024 and ending on June 30, 2025. The contract shall carry an initial term of one (1) year, with the City having the unilateral right to renew for two (2) additional consecutive one-(1) year terms thereafter. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the purchasing agent.

SCOPE OF CONTRACT

The contractor will provide complete mowing and grounds maintenance including all reasonable and necessary labor, supervision, equipment and supplies to keep all areas properly maintained.

<b>PID</b>	<b>ADDRESS</b>	<b>GIS ACRES</b>
101345	301 ALLISON AVE	0.12
103833	400 N CHESTER ST	1.18
101242	N BOYCE ST	0.1
101134	310 W DAVIDSON AVE	0.11
107059	206 S DIXIE ST	0.16
106916	S DIXIE ST	0.13
103928	216 GRANITE AVE	0.07
100911	1021 BROOKS ST	0.12
107057	1841 ADAMS AVE	0.21
103824	228 N BOYCE ST	0.23
101274	551 N BOYCE ST	0.45
142387	TYLER ST	0.11
142388	TYLER ST	0.11
142376	748 QUEENS CT	0.16
104243	207 W HARRISON AVE	0.04
103886	321 BEATRICE COSTNER AVE	0.3
103887	315 BEATRICE COSTNER AVE	0.58
103888	311 BEATRICE COSTNER AVE	0.14
103926	212 GRANITE AVE	0.16
101359	609 N YORK ST	0.11

103927	214 GRANITE AVE	0.18
101279	N BOYCE ST	0.44
104280	112 W BRADLEY ST	0.08
104245	203 ALLISON AVE	0.13
101326	320 ALLISON AVE	0.23
218501	663 GRACE STREET	0.11
101321	306 ALLISON AVE	0.23
221272	308 ALLISON AVE	0.07
221270	W ALLISON AVE	0.09
104230	834 N YORK ST	0.11
104242	204 ALLISON AVE	0.03
104226	214 W HARRISON AVE	0.13
104193	221 W DAVIDSON AVE	0.07
103930	604 N YORK ST	0.11
104240	203 W HARRISON AVE	0.09
101306	306 BEATRICE COSTNER AVE	0.08
101307	304 BEATRICE COSTNER AVE	0.07
103929	606 N YORK ST	0.17
103822	222 N BOYCE ST	0.22
103823	226 N BOYCE ST	0.22
103832	N CHESTER ST	0.12
106913	116 S DIXIE ST	0.16
106914	118 S DIXIE ST	0.16
106910	S DIXIE ST	0.15
106911	S DIXIE ST	0.14
100619	209 NORMENT AVE	0.09
100628	212 SULLIVAN AVE	0.1
106926	209 S DIXIE ST	0.42
106927	217 S DIXIE ST	0.24
100635	206 W JEFFERSON AVE	0.09
100626	216 SULLIVAN AVE	0.09
107493	707 FLOYD LN	0.16
106928	213 S DIXIE ST	0.2
100634	201 SULLIVAN AVE	0.26
107494	809 FLOYD LN	0.08
106929	315 S DIXIE ST	0.59

101017	NORMENT AVE	0.11
101018	406 W NORMENT AVE	0.11
101016	412 W NORMENT AVE	0.21
101130	1003 N YORK ST	0.11
106924	S DIXIE ST	0.21
108722	201 E FOURTH AVE	0.19
108721	203 E FOURTH AVE	0.17
108720	205 E FOURTH AVE	0.08
101007	310 BIGGERS AVE	0.12
101013	407 BIGGERS AVE	0.12
101011	307 BIGGERS AVE	0.12
221270	W ALLISON AVE	0.12
106919	S DIXIE ST	0.22
214207	N YORK ST	0.25
215925	N CHESTER ST	0.74
215927	N YORK ST	0.2
104201	205 W DAVIDSON AVE	0.08
101352	711 N YORK ST	0.11
104258	212 BRADLEY AVE	0.12
101154	308 W HARRISON AVE	0.12
218503	651 GRACE ST	0.12
218502	657 GRACE ST	0.12
103911	608 N YORK ST	0.11
100649	209 W JEFFERSON AVE	0.05
100645	213 W JEFFERSON AVE	0.08
101089	908 N BOYCE ST	0.13
100228	CALDWELL STREET	0.24
103203	409 N Scruggs Street	0.11
104119	311 N YORK ST	1.08
103907	250 N YORK ST	1.89
105954	701 W AIRLINE AVE	0.86
105929	715 W AIRLINE AVE	0.72
104499	E WALNUT AVE	0.57
107469	508 S EMERSON ST	0.43
106244	110 N LIBERTY ST	0.07
106243	109 N LIBERTY ST	0.02
100824	N WELDON ST	0.23

100823	N WELDON ST	0.19
101600	1049 SYCAMORE AVE	0.67
101604	1121 CLEVELAND AVE	0.26
151939	3109 BESSEMER CITY RD	0.12
102794	311 DIGH ST	0.23
108098	809 S DALTON ST	0.11
111200	642 FOREST DR	1.42
138482	902 LAKEVIEW ST	0.7
138481	894 LAKEVIEW ST	0.33
104569	418 E LONG AVE	0.14
104495	413 E WALNUT AVE	0.08
104496	415 E WALNUT AVE	0.16
104497	419 E WALNUT AVE	0.42
103305	218 N VANCE ST	0.1
102185	2528 MILTON AVE	0.2
102199	2533 MILTON AVE	0.33
109661	EDWARDS LN	0.17
301894	410 S CHURCH ST	0.22
109657	414 S CHURCH ST	0.21
109664	1002 WOODLAND AVE	0.23
109655	409 S CHURCH ST	0.15
301890	430 S CHESTNUT ST	2.66
107424	S BOYD ST	0.27
113033	FARMVIEW ST	2.76
115552	BRADFORD HEIGHTS RD	1.29
112472	315 W RUBY AVE	0.27
113169	1624 S MARIETTA ST	0.21
113194	265 DIXON CIR	3.23
103834	N CHESTER ST	0.26
101629	NEW BEGINNINGS AVE	0.03
105852	145 S MARIETTA ST, A	0.97
115443	BRADFORD ST	0.02
106161	N DALTON ST	0.03
101986	ESSEX ST	0.47
140572	3690 GASTON DAY SCHOOL RD	0.8
140578	3695 GASTON DAY SCHOOL RD	6.38



177764	400 Mountain Island Road, Mt. Holly, NC 28120	2.74
104926	208 Piedmont Street, Gastonia, NC 28054	0.24
107784	902 W. 5th Avenue, Gastonia, NC 28052	0.21
137592	1892 Jenkins Dairy Road, Gastonia, NC 28052	0.48
143714	106 Richards Circle, Gastonia, NC 28056	3.33
218597	524 Dallas Spencer Mountain Road, Gastonia, NC 28056	12.99
105703	101 S BROAD ST	0.41
105704	115 S BROAD ST	105704
105705	117 S BROAD ST	0.04
101133	308 W DAVIDSON	0.11
100637	209 SULLIVAN	0.17
101123	303 SULLIVAN	0.24
219048	N. BUSH STREET	0.66

*\*\*Other lots can be added or removed from this listing at any point. A representative from Housing & Community Engagement will contact the Contractor with any modifications to the listing. \*\**

If the Contractor is interested in further detail of these properties, please contact Lana DuPont by phone at 704-866-6906 or by email at [lane.dupont@gastonians.gov](mailto:lane.dupont@gastonians.gov). The Contractor shall inspect the areas involved and become aware of the existing conditions and the extent of the work to be performed. The areas are listed above and on the Contractor Bid Form for mowing maintenance services. It is encouraged to review the parcels on the Gaston County GIS website: <https://gis.gastongov.com/Map/Default.aspx>.

#### CHANGES IN SCOPE OF WORK

The City may, at any time, change the scope of work in the contract by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to the Contract Coordinator an estimate of the change in working hours or increase in cost resulting from said change. The City shall then provide notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

### SUBCONTRACTING

Subcontracting any part or the entire contract is NOT permitted.

### INSPECTION AND WORK CONFERENCE

The Contractor shall accompany an appointed representative of the City on special inspections of the work at any time during business hours of the City. The City reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed City representatives for a conference and tour to evaluate the performance of the contract as needed.

### COMPLAINTS AND RESPONSES

The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the City representative. All complaints, both major and minor, shall be investigated by the Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the City representative.

The City reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the City choose to deduct part of the monthly fee; the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services which have been omitted will be determined by the City representative and will be based on the impact the omission or poor quality service has on the area and the frequency of such.

Upon written notice, uncorrected complaints, if considered reasonable by the City representative, shall be cause for any and all of the following actions by the Contract Coordinator:

- A. To obtain the services from within its own staff or from another source without prior notice to the Contractor. Costs for these services will be charged to the Contractor and deducted from its next pay request.
- B. To cancel the contract as outlined in this contract.

### BILLING AND PAYMENT

The Contractor shall submit a bill to the City for work performed under this contract. The Contractor shall bill and the City shall pay the rates set forth therein. Payment will be made by the City within thirty (30) days of receipt of an accurate invoice, approved by the Contract Coordinator.

## TERMINATION

The City may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Contract Coordinator. Unsatisfactory performance by the contractor shall be defined as, frequent and systematic violations of the terms of the contract, such as failure to perform all tasks as described, and failure to resolve deficiencies in a timely manner after notification.

Such cancellation notice shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Contract Coordinator will assess any costs or damages due the City. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period.

The City may suspend or terminate the contract without notice for serious safety and/or security violations.

The Contractor may terminate this contract with thirty (30) days written prior notice. Such cancellation notice shall be made by certified mail to the Contract Coordinator. In the event the Contractor terminates this Agreement, the expenses, which the City incurs as a result of securing a new contract, shall be deducted from any payments owed to the Contractor by the City.

The Contractor will be required to provide to the City, upon termination, an executed release of lien before final payment is processed.

## LIABILITY

The Contractor shall assume liability of damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on City-owned premises. The Contractor or his insurer shall reimburse the City for any such damage or loss within thirty (30) days after a claim is submitted.

## PLACE OF BUSINESS

The Contractor will maintain a 24-hour telephone answering service and provide contact within one business day. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where the Contract Coordinator can communicate with the Contractor. The Contractor shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for area inspections with the City representative at least monthly.

If, as a result of the Contractor's failure to comply with this provision, the City is required to engage

City personnel or other outside contractors to complete work which would have been required of the Contractor under this contract, the Contractor shall have deducted from the next invoice, payment of the entire cost of such substitute services (for instance by reason of Contractor's employees' failure to show up for work).

#### GENERAL CONDITIONS

- A. The Contractor shall be properly licensed and shall have been established in the mowing maintenance service contracting business for a minimum of three (3) years in North Carolina.
- B. The Contractor shall furnish all supplies and equipment necessary to perform the services required by this contract.
- C. The Contractor agrees not to use any materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the City of Gastonia employees and citizens.
- D. The Contractor shall adhere to all City of Gastonia ordinance regulations applicable to leaf blowers and other motorized agriculture and landscape maintenance equipment (Sec. 5-4 of the Gastonia Code of Ordinances).
- E. The work shall be performed so as to minimize inconvenience to the City. Throughout the duration of the agreement, the Contractor shall maintain access to the work areas as required by the City, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, and warning devices to ensure safe passage for pedestrian and vehicular traffic at all times.
- F. The Contractor shall make necessary provision to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents shall be repaired or replaced by the Contractor.
- G. The Contractor shall make necessary provision to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.
- H. The Contractor shall at all times, keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the work area and all tools, leaving the premises clean.
- I. The Contractor, upon completion of this Agreement, and before final payment is authorized by the City or its Contract Coordinator, may be required to furnish the City (at the City's option) an affidavit certifying that all charges for labor, materials and any other expenses incurred by

the Contractor pertaining to the execution of this Agreement have been paid in full, to the end and that no liens of any kind or character may be affixed against the above properties. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits (at the City's option) satisfactory releases of liens or claims for liens by the Contractor, laborers, and materials suppliers under his control.

#### SECURITY

Any problems occurring on the premises which are reported to the police are also to be reported to the contract coordinator.

Only the Contractor's employees (no friends, family members, etc.) are permitted on site when services are performed.

#### CONTRACTOR'S PERSONNEL

- A. Upon request, Contractor must supply the City with a list of employees and/or supervisors to be used in performing services in the areas maintained. Also phone numbers for contract persons including all supervisors and owners.
- B. Contractor staff shall be in uniform at all times during performance of this contract.
  - a. Shirts shall be uniform in appearance. T-shirts shall be acceptable.
  - b. Shirts shall have business identification such as logo or business name.
  - c. Pants shall be uniform in appearance in both color and style.
  - d. Tattered cut-offs for shirts or pants shall be unacceptable.
  - e. Hats shall be at the discretion of the contractor.
- C. Contractor shall provide visible business identification on contractor's vehicles.

#### GENERAL SUPERVISION OF EMPLOYEES

The Contractor agrees to be responsible for and shall provide general supervision of all of its employees working under this contract. The Contractor shall ascertain that all of its employees abide by the following rules:

- A. They shall be of good integrity and character.
- B. They will not be employees of the City of Gastonia, or former employees of the City of Gastonia who were terminated for cause.
- C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years.
- D. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Contract Coordinator within 24

hours. Written notice of the incident will be faxed, emailed or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.

- E. They shall not engage in idle or unnecessary conversation with City employees or patrons of the City.
- F. Upon written request of the Contract Coordinator to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the Coordinator will be immediately pulled off the job and replaced.

#### EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment and supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the City's Contract Coordinator.

All products (chemicals) shall be kept in a properly labeled container and a Material Safety Data Sheet (MSDS) kept on each item, in a clearly marked MSDS notebook by the contractor. The contractor shall also supply a copy of all MSDS sheets to the Contract Coordinator. No chemicals will be used by the contractor with a signal word on the label greater than "Caution".

Contractor will avoid using herbicide chemicals within scope of work. If herbicide is necessary, contractor shall use an herbicide or chemical that is non-toxic to local pollinators.

#### PERFORMANCE OF EXTRA SERVICES

The Contractor shall, upon written or oral request from the City, perform extra services. The Contractor shall be entitled to charge for such services at the rate of which the contractor places on the attached bid sheet per employee. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions. Snow and or ice removal is considered an extra service.

#### FACILITY MAINTENANCE STANDARDS

The contractor will provide complete mowing and grounds maintenance including litter and debris removal; sidewalk and curb edging; trimming around signs, poles, guardrails and other in-ground objects; herbicide applications to control weeds in perennial beds, around mulched areas of trees and shrubs, joints in hard surfaces; mulching designated areas, and mowing of turf/grass. The tasks must be accomplished during the specified times at each of the listed areas. A City representative will inspect the premises on a routine basis to ascertain whether the services are being provided properly. The contractor shall maintain and keep current a weekly service report form that records all maintenance functions performed by the contractor's personnel. This form will be submitted weekly to a City representative by email. This report will be used to verify work completed and to coordinate invoices.

### LITTER AND DEBRIS REMOVAL

Litter and any other debris should be removed by the contractor on an as needed basis. Litter and debris is defined as objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in turf areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites, metal, auto parts, tires, parts of tires and any material illegally dumped on the roadways; and tree limbs; are to be removed to the extent of right of way. The Contractor is responsible for all dump fees associated with debris removal.

Leaf buildup shall be removed by the Contractor on a regular basis. For heavy accumulation, such as seasonal buildup in the fall the Contractor will be expected to remove leaves in a reasonable period of time so as not to damage turf or prevent water flow into gutters. The Contractor shall continue leaf removal until all leaves are removed. This includes all areas that are maintained where leaves continue to collect during the winter months. The leaves are to be removed not deposited in ditches or tree line areas.

Litter and debris removal frequencies: At a minimum of every two weeks or as needed.

### TRIMMING AND EDGING

Trimming: Grass shall be trimmed during or as an immediate operation following mowing. Trimming may be accomplished by hand-held powered shears or rotary nylon "string" cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass blades from around all obstacles and vertical surfaces in the turf such as sign posts, light poles, trees, walls, cement curbs and medians. Contractor shall use special care when trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath. Trimming around fire hydrants is mandatory on all rights-of-way maintained by the contractor. Area around fire hydrants shall be cleared sufficient to connect fire hoses.

Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs at interchanges, drives, exits and entry lanes onto highways. This may be accomplished by string trimmers, push blade edging machines or tractor mounted edging equipment. Edging frequency will be done once monthly during the mowing season.

### WEED CONTROL

Weeds emerging or existing in all plant bed areas, mulched areas, sidewalks and concrete medians will be controlled by the Contractor so areas are weed-free. The Contractor should incorporate Integrated Pest Management strategies to minimize weed issues.

Contractor will avoid using herbicide chemicals within scope of work. If herbicide is necessary, contractor shall use an herbicide or chemical that is non-toxic to local pollinators.

The use of products with the active ingredient Glyphosate is the only post-emergent herbicide

pre-approved by the City.

Pre-emergent herbicide will be applied by the contractor in perennial beds to prevent the germination of annual weeds. It will be applied at the appropriate times for proper control of winter and summer annual weeds.

The contractor may propose use of other herbicides, but this must be approved in writing by the City before any application is made. Proposal shall include the submittal of the following:

1. a product label
2. a product MSDS
3. a written statement detailing purpose(s) for the application(s)
4. a written description detailing exactly what locations and areas of service within each location
5. the application(s) will be made along with proposed dates for the applications.

Weeds may be sprayed with a herbicide containing glyphosate or a herbicide that has been pre-approved by the City's designee. Where spraying is not possible due to harming desirable plants, weeds will be manually removed to ensure no growth.

All applications will be made under the supervision of or by a person that holds a valid N.C. Pesticide Operator's License.

The contractor will maintain a log of herbicide applications made by employees. The log will note all application locations, amounts applied and dates of application. Entries into the log will be noted to the Town as part of the weekly service report referred to in section II under Facility Maintenance Standards.

The contractor and their staff shall be responsible to address public or City employee inquiries regarding hazardous chemicals being utilized by the Contractor. Inquiries shall be addressed in accordance with State and Federal "Right to Know" and "Hazard Communication" laws.

Chemical treatment of grasses or weeds around the edges of riprap, storm drains, streams, ponds, swales, culverts, wetlands or any water is not allowed. If any chemical treatment of weeds within the riprap is needed, it must be an approved aquatic herbicide, applied by a licensed aquatic applicator. A weed whip is preferred when necessary.

#### MOWING

- A. Before each mowing the Contractor shall remove all debris and litter from the maintained areas.
- B. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any missed



uncut grass.

- C. Excess grass clippings should be evenly distributed over the turf.
- D. All mowing equipment shall be adjusted to proper height and blades shall be adequately sharpened.
- E. Mowing will be done carefully so as not to damage bark of trees, shrubs or other desirable plants.
- F. Mowing shall be done at a safe speed as not to rut turf areas. Sharp turns should be limited to need only situations and never at speeds that result in rutting of soil to prevent erosion. Ruts made by contractor deemed excessive shall be repaired by contractor at contractor expense.
- G. Mowing will not be done when weather or conditions will result in damaged turf, uneven cutting, or rutting grounds.
- H. Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any body of water. Failure to follow these requirements may result in termination of the contract.
- I. Mowing Schedule: Mowing should occur approximately every fourteen (14) days in months designated for 2 mowing's

Throughout the mowing season turf will be mowed sixteen (16) times:

<u>Month</u>	<u>Number of Mowing's</u>
April	2
May	2
June	2
July	2
August	2
September	2
October	1
November	1
February	1
March	1

MISCELLANEOUS

**Iran Divestment Act**

As of the date of this agreement, the contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor further certifies that it will not utilize any subcontractor on the list.

**E-Verify Requirements**

Contractor certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Contractor agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

**UEI Requirement**

Effective April 2022, the Federal government will stop using Data Universal Number System (DUNS) number to uniquely identify entities. Entities doing business with the federal government will use a Unique Entity Identifier (UEI) number created on the System of Award Management (SAM) website at [www.SAM.gov](http://www.SAM.gov). The UEI number is mandatory for all financial submissions beginning with fiscal year end 3/31/2022.

This contract is partly paid through federal funds. Such funds cannot be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

The company awarded this contract must already have a UEI number or must be able to obtain one within 30 days of the signed agreement. No payment can be issued to a contractor without a UEI number.

City of Gastonia  
Housing & Community Engagement Department



CONTRACTOR BID FORM FOR  
CONTRACT MOWING AND GROUNDS MAINTENANCE SERVICES BID

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

FAX \_\_\_\_\_

Print Name \_\_\_\_\_

Number of days required from execution of contract until work can begin: \_\_\_\_\_

Number of days from bid opening that prices are good (must be at least 60 days): \_\_\_\_\_

Proposed Annual Maintenance Fee: \_\_\_\_\_

Proposed Monthly Maintenance Fee (Annual Fee/10 Payments): \_\_\_\_\_

Hourly Rate per Employee for Performance of Extra Services: \_\_\_\_\_