

**BIDDERS'S PROPOSAL
FOR WEED AND FERTILIZER TREATMENTS OF VILLAGE OF CALEDONIA PARKS
AND PROPERTIES**

DATE & TIME FOR RECEIVING BIDS: 1:55 pm on January 29, 2021

**PLACE: Village Hall
Front Desk
5043 Chester Lane
Caledonia, Wisconsin 53402
Bids will be opened at 2 pm in the Village Boardroom**

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by owner, ready for use, all in accordance with advertisement, specifications and contract, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

UNIT PRICE BID

The Bidder shall submit a Unit Price Bid for Landscape Maintenance Service to include: Weed and/or Fertilizer treatments in accordance with these specifications, attached Schedule "A" and this Bidder's Proposal.

Bid	Service	Unit Cost Per Service	Est. # of Services	Total
1	Weed and Fertilizer Treatment of Village Hall		3	
2	Weed Treatment of Caledonia Memorial Park "Cemetery"		3	
3	Weed Treatment of Crawford Park		3	
4	Weed and fertilizer Treatment of Gorney Park - Baseball and Soccer Fields only		3	
5	Weed Treatment of Maple Park		3	
6	Weed Treatment of Joint Park		3	
	TOTAL UNIT PRICE FOR SERVICES			

NOTE: THIS CONTRACT WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER BASED UPON THE TOTAL UNIT PRICE BID AMOUNT OF BIDS 1-6.

Bidders must be prequalified and are required to submit documents including evidence of at least five years of experience in proving Weeding and/or Fertilizer treatments, past Municipal experience, a detailed list of equipment and three references. Failure to comply with this requirement may result in rejection of bidder's proposal.

If there are any exceptions to the specifications, please list:

SIGNED BY: _____ Date: _____
Company: _____ Phone: _____
Address: _____

**SPECIFICATIONS
for WEED AND FERTILIZER TREATMENTS OF THE VILLAGE OF CALEDONIA
PARKS AND PROPERTIES**

A. SCOPE OF WORK

The Contractor shall, for the bid price given, furnish all material, tools, equipment and perform all necessary work to ensure proper completion of the bid items listed in the following specifications and Schedule "A".

1. Weed and/or Fertilizer Treatments of the listed Caledonia Parks and Properties according to the frequency listed in Section L.

All services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Contractor shall perform its Services in a prompt and timely manner. When directed to begin by the Village Board or designee, which shall be April 15th through October 30th (except as noted below) for the growing season of the Agreement year, Contractor shall apply weed and/or fertilizer treatments on the following properties owned or under the control of the Village and provide such other services as noted:

- Village Hall – Weed and Fertilizer treatments according to frequency listed in Section L.
- Caledonia Memorial Park “Cemetery” – Weed treatments according to frequency listed in Section L.
- Crawford Park – Weed treatments of the park, not including the baseball fields which will be done by others, according to the frequency listed in Section L.
- Gorney Park – Weed and Fertilizer treatments according to frequency listed in Section L.
- Maple Park – Weed treatments according to frequency listed in Section L.
- Joint Park – Weed treatments according to frequency listed in Section L. The treatments should be placed on a Monday or Tuesday to avoid conflicts with the Beer Garden and Special events in the Park. Work with Village designee for dates.

B. BIDS

Bids shall be made on the Bidder’s Proposal form as provided by the Village in the manner indicated thereon. Bids shall be submitted on per unit service by listed location on the Bidder’s Proposal Form attached. The Village of Caledonia reserves the right to reject all or any bid or to accept any bid which will best serve the interests of the Village.

C. LOCATION

This work involves weed and/or fertilizer treatments of Village of Caledonia Parks and Properties as outlined in the attached schedule and enclosed maps. The Village will supply 8.5” X 11” maps of each property to the successful bidder.

D. INSPECTION OF THE LOCATIONS

All Bidders shall visit the parks and properties to determine the exact conditions that exist relative to the services called for under these specifications.

E. TERM OF THE CONTRACT

The contract will begin in the Spring 2021 turf growing season through December 31, 2021.

Unless earlier terminated by either party as provided herein, this Agreement shall be in effect for three growing seasons (years 2021, 2022 and 2023), commencing with the effective date of this Agreement and terminating on December 31, 2023. This Agreement may be amended by written agreement of the parties to further extend the term of the Agreement.

F. SUPERVISION

The contractor shall consult with the Village or designee, mostly concerning details and scheduling of all work. The contractor shall have a competent person in charge of the work at all times who is knowledgeable about the work being performed. Such person shall be authorized to receive instructions and to act upon such instructions, or to transmit such instructions to the Contractor immediately. This person must read, speak and write English competently.

G. PERSONNEL

The contractor shall have available sufficient manpower for scheduling, who are trained, competent and reliable to perform satisfactorily all the work as outlined. The Village reserves the right to reject any of the Contractor's employees subject with Wis. Sec. 111.31, et seq. Subcontracting will only be permitted with the Village's approval.

H. TOOLS AND EQUIPMENT

The contractor shall provide and maintain at its expense all necessary tools and equipment and replacements required to fulfill the requirements of this contract. The contractor shall maintain such equipment in good working order, safe to operate and neat in appearance. The Village will not allow unsafe equipment to be operated while under this contract.

I. PRE WORK MEETING

Before work begins there will be a mandatory meeting with the contractor, the contractor's supervisor and the Village to discuss the standards and procedures applicable to this contract. The contractor is also required to inform all of its employees of the Village's standards and procedures applicable to this contract.

J. PUBLIC RELATIONS

Anyone asking a question or making a complaint to the contractor shall be referred to the Village. The contractor shall make no statements about the specifics of this contract.

K. QUANTITIES

The quantities for the items listed on the Bidder's Proposal shall be considered approximate and the Village reserves the right to increase or decrease quantities stated.

1. Deletion of specific weed and/or fertilizer treatments (decrease quantities):
Once notified, the contractor will eliminate a treatment and reduce the agreement by amount listed on the Bidder's Proposal Form.
2. Addition of weed and/or fertilizer treatments (increase quantities):
Once notified of an additional treatment, the contractor will have 7 working days to complete the treatment.

L. Weed and/or Fertilizer Treatments

Contractor shall spray industry standard weed and/fertilizer treatments 3 times a year at the locations show in Section L. Work with Village designee to schedule treatments on days that avoid special events or sports games.

M. WEATHER CONDITIONS

Do not apply treatments if rain is in the weather forecast.

N. TRAFFIC CONTROL

The contractor is responsible for maintaining safe vehicle and pedestrian traffic conditions near the work zone.

O. SAFETY

All work associated with this contract shall follow "Best Industry Practices." Unsafe practices, people, or equipment are not allowed and will not be tolerated during the performance of this contract. The Village will require removal of unsafe persons or equipment from the Village's property. Contractor's employees shall comply with OSHA requirements and the contractor shall ensure that such compliance is made. Do not make quick turns which cause scalping or uneven cutting.

P. DAMAGE TO PROPERTY

Damage done by the contractor, for any reason, to any person or property, public or private, is the responsibility of the contractor and is to be repaired or compensated for by contractor to the satisfaction of the Village. The contractor shall notify the Village of the damaged property immediately.

Q. INDEMNITY PROVISIONS

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the Village of Caledonia, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Village of Caledonia, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the Village of Caledonia, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the Village of Caledonia, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity that would otherwise exist as to the Village of Caledonia, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the Village of Caledonia, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Village of Caledonia, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

R. INSURANCE

The Contractor shall provide and maintain from insurance companies acceptable to the Village of Caledonia, insurance to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia, and their authorized Officials, employees and agents, against all hazards and risks of loss. The Contractor shall also include the Village of Caledonia and Engineer as additional insureds in liability policies required by the Contract Documents with the exception of Worker's Compensation. The Contractor shall not commence work under a Contract until he has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

(A) Worker's Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer's Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.

(B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after

final payment), broad form property damage and contractual liability coverage, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence and a \$2,000,000 per project General Aggregate

(C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence.

(D) Umbrella - The Contractor shall maintain during the life of this Contract Comprehensive Umbrella Liability covering all referenced liability policies in this contract in an amount no less than \$2,000,000.

The Contractor shall file with the Village of Caledonia a certification of insurance containing an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to the Village of Caledonia prior to such cancellation or material change.

NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor and all Subcontractors shall be primary and non contributory. Any insurance maintained by the additional insureds named above shall be excess and non contributory to the insurance of the Contractor and all Subcontractors.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Contractor must provide a Certificate of Insurance with the Village named as a certificate.

S. PAYMENTS AND BILLINGS

The contractor may submit payment request every two (2) weeks once service begins. All invoices must include the date and location of work as it appears on the Bidder's Proposal Form and must be submitted through the Village designee. Penalties for failure to perform will be deducted from payment requests, per paragraph "X".

T. TERMINATION

Should the work being performed under this contract be deemed unsatisfactory by the Village of Caledonia, the Village shall give the Contractor written notice to cure such unsatisfactory work. If such work continues in an unsatisfactory manner, then the Village may terminate the contract on twenty (20) day written notice. Payments shall be made to the Contractor for work done up to the date of termination, subject to deduction in accordance with paragraph 'U'.

U. PENALTIES FOR FAILURE TO PERFORM

The contractor shall be penalized for failure to perform the services as called for in these specifications.

When a service is skipped or the performance is unacceptable, the contractor shall be allowed a grace period of 24 hours to make the necessary correction. This grace period can be extended if, in the opinion of the Village, the poor results are not due to the contractor's negligence, but can be attributed to unforeseen difficulties. Where there are insufficient extenuation circumstances and the contractor permits the omission or poor work to continue beyond the grace period, the contractor shall be penalized at the rate below.

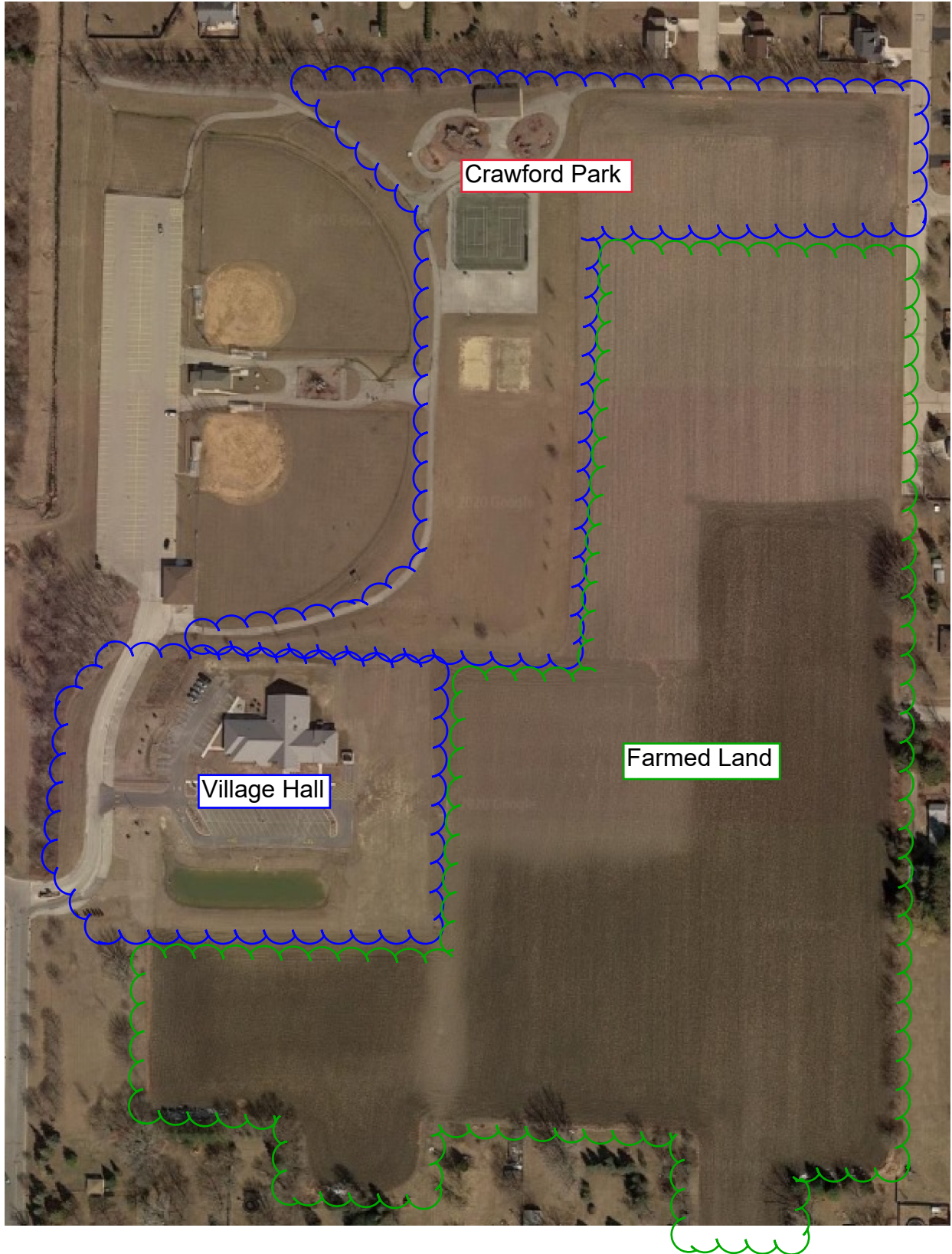
The dollar amount of the penalties assessed against the contractor shall be deducted from the next payment due the contractor or settlement may be extended or deducted from future invoices, at the sole option of the Village.

1. Failure to comply with Weed and/or Fertilizer Treatments, paragraph "L" - \$50 per day.
2. Failure to comply with SAFETY REGULATIONS, paragraph "O" - \$100 per occurrence.
3. Failure to follow conditions in DAMAGE TO PROPERTY, paragraph "P" - \$50 per day per occurrence.

When a service is skipped or left incomplete and where the contractor is unable or unwilling to make immediate correction, the Village shall make the correction to the area using necessary means. In this event, the contractor shall be penalized the actual cost to make the correction plus ten percent (10%).

END OF DETAILED SPECIFICATIONS – SCHEDULE “A” – LOCATION MAPS TO FOLLOW

Crawford Park & Village Hall



Caledonia Memorial Cemetery



Gorney Park



Maple Park



Joint Park
(Caledonia/Mount Pleasant Memorial Park)

