



CITY OF BLOOMINGTON

Utilities Department

2024 Invitation to Bid Contractual Mowing Services

This packet includes:

1. Information on Affirmative Action Plan requirements and the City of Bloomington Living Wage Ordinance
2. Specifications and Bid Requirements
3. Sample Contract Agreement
4. Maps of Proposed Locations. See the maps and location information in Section 4 of this bid packet
5. Mowing Bid Form.

Timeline:

Friday, April 12, 2024

Pre-Bid meeting will be held at 10 a.m.local time via a Zoom link.

The meeting is not mandatory, but attendance is encouraged. The link is available on page 14 of this bid packet.

Friday, April 19, 2024

Bids are due no later than 1 p.m. local time on Friday, April 19, 2024, at the City of Bloomington Utilities Dept. located at 600 E. Miller Dr., Bloomington, IN 47401. ***Bids will be opened at 1:00 p.m. Friday, April 19, 2024, in the Utilities Board Room.***

Monday, April 22, 2024

The contract may be awarded at the Utilities Services Board Meeting scheduled at 5:00 P.M. in the Utilities Board Room located at 600 E, Miller Dr.m Blgtn, IN. The meeting is also available via a Zoom link. The link is accessible by clicking or copying this link in your browser, and selecting the appropriate meeting for this date.the calendar for Boards and Commission:

https://calendar.google.com/calendar/u/0/embed?src=bloomington.in.gov_v_r7b1mkrme1r8uhl3b5amhb50bc@group.calendar.google.com&ctz=America/New_York

Tuesday April 23, 2024:

Start Date of these services shall be on or about April 23, 2024

Saturday, November 1, 2024:

End date of these services shall be on or about November 23, 2024.

For questions and information contact:

Jose Fuentes,

Title: Purchasing Manager

Phone: 812-349-3677

Email: jose.fuentes@bloomington.in.gov

IMPORTANT: You must have an approved Affirmative Action Plan on file prior to the contract being awarded.

IMPORTANT: This contract will be subject to City of Bloomington Living Wage Ordinance requirements that may apply to your company. Information can be found at www.bloomington.in.gov/livingwage

Further information about filing Affirmative Action Plans and details of the Living Wage Ordinance can be found in this packet, or by contacting:

Audrey Brittingham

Assistant City Attorney
City of Bloomington Legal Department
[\(812\) 349-3426](tel:8123493426) (Monday through Friday 8 am to 5 pm)
audrey.brittingham@bloomington.in.gov

Section 1.

Information on Affirmative Action Plans and City of Bloomington Living Wage Ordinance

Updated February 2024

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action/Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

FROM: Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

Affirmative Action: All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you are strongly encouraged to check with City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal or as part of your bid packet by the bid deadline. Bidders who fail to submit an affirmative action plan by the bid deadline are subject to disqualification. **We strongly recommend you submit your affirmative action plan to the Legal Department prior to the bid deadline so Legal may review your plan to make sure it complies with the City's requirements.** If your bid is chosen and your affirmative action plan does not entirely comply with the City's requirements, you will be required to bring it into compliance prior to the execution of any City contract.

Accompanying this letter you will find the following materials:

1. A sample affirmative action. You are not required to adopt this plan; it is provided for your convenience. Feel free to adopt this plan as your own or to amend it to meet your needs.
2. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. If you have a different form that includes the same type of information, you may submit a copy of that form instead of using our form. **Your workforce breakdown data cannot be more than six months old.**
3. An affirmative action plan checklist. This is the checklist we use to crosscheck your company's affirmative action plan against the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from the Legal Department upon request.

Once Legal has approved your affirmative action plan, you will receive a letter that can be used to verify your compliance for any City project or contract that requires an affirmative action plan. This letter will expire six months after you submitted the affirmative action plan. You will be issued a new letter when you submit an updated workforce breakdown form.

Harassment Policy: All bidders and vendors required to submit an affirmative action plan must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment; the name or title of the individual designated to receive and investigate complaints; and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan.

Living Wage: Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees. Up to 15% of that amount, or \$2.36, may be in the form of the covered employer’s contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at audrey.brittingham@bloomington.in.gov, or call 812-349-3426.

Drug Test Policy: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company’s written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City’s Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

_____, declares its policy to provide equal opportunities in employment, training, and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for your company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to _____(personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of _____(company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent, and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. _____(company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

5. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature

Date

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

NOTE: This is **not** an Affirmative Action Plan. This checklist is provided for organizations with existing affirmative action plans to crosscheck their plans against the City’s requirements. Each item listed below is required by City ordinance or regulation.

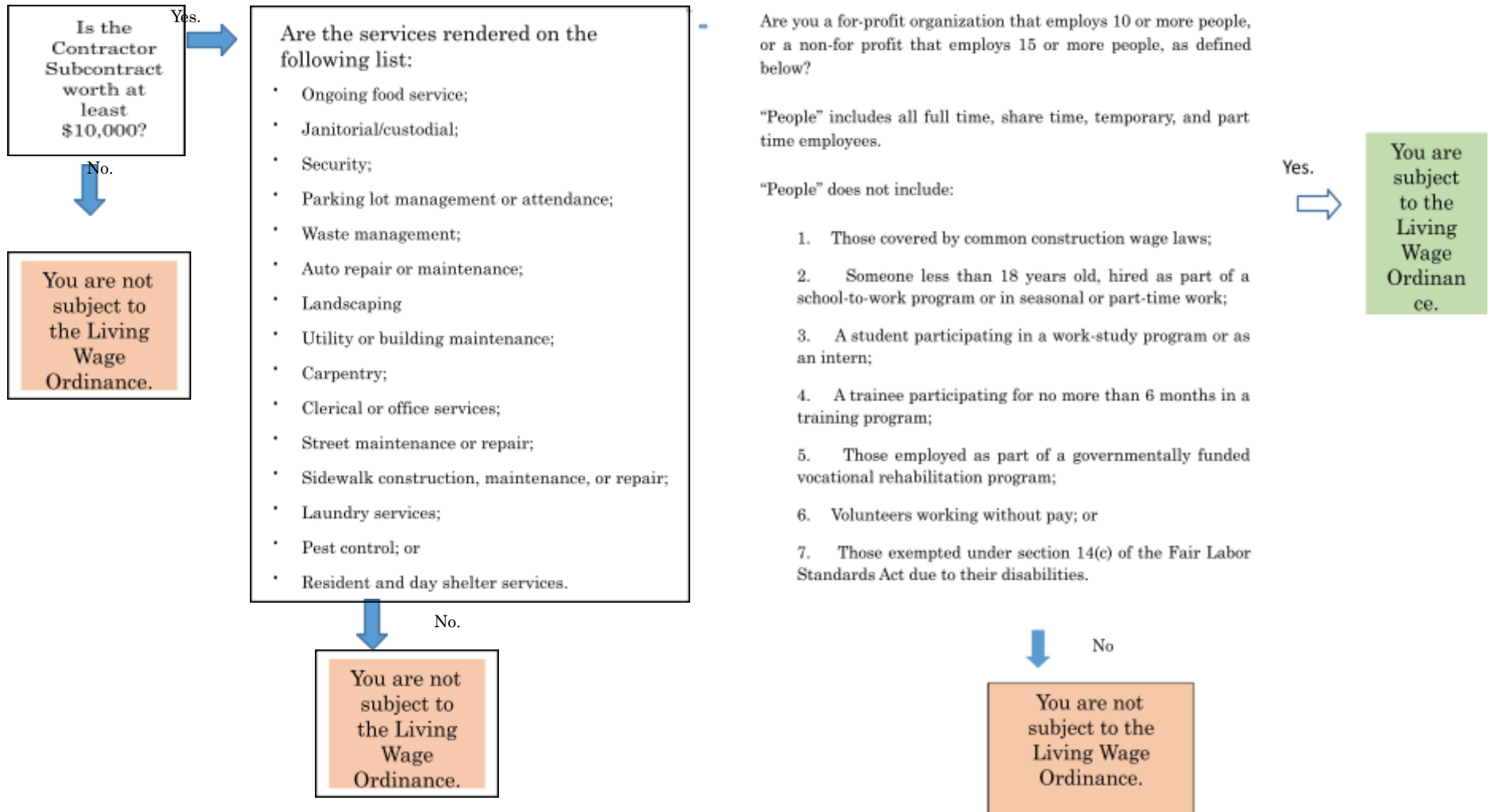
Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>	
HARASSMENT POLICY CHECKLIST			
Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person to receive and Investigate harassment complaints	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing a harassment complaint	<input type="checkbox"/>	<input type="checkbox"/>	

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

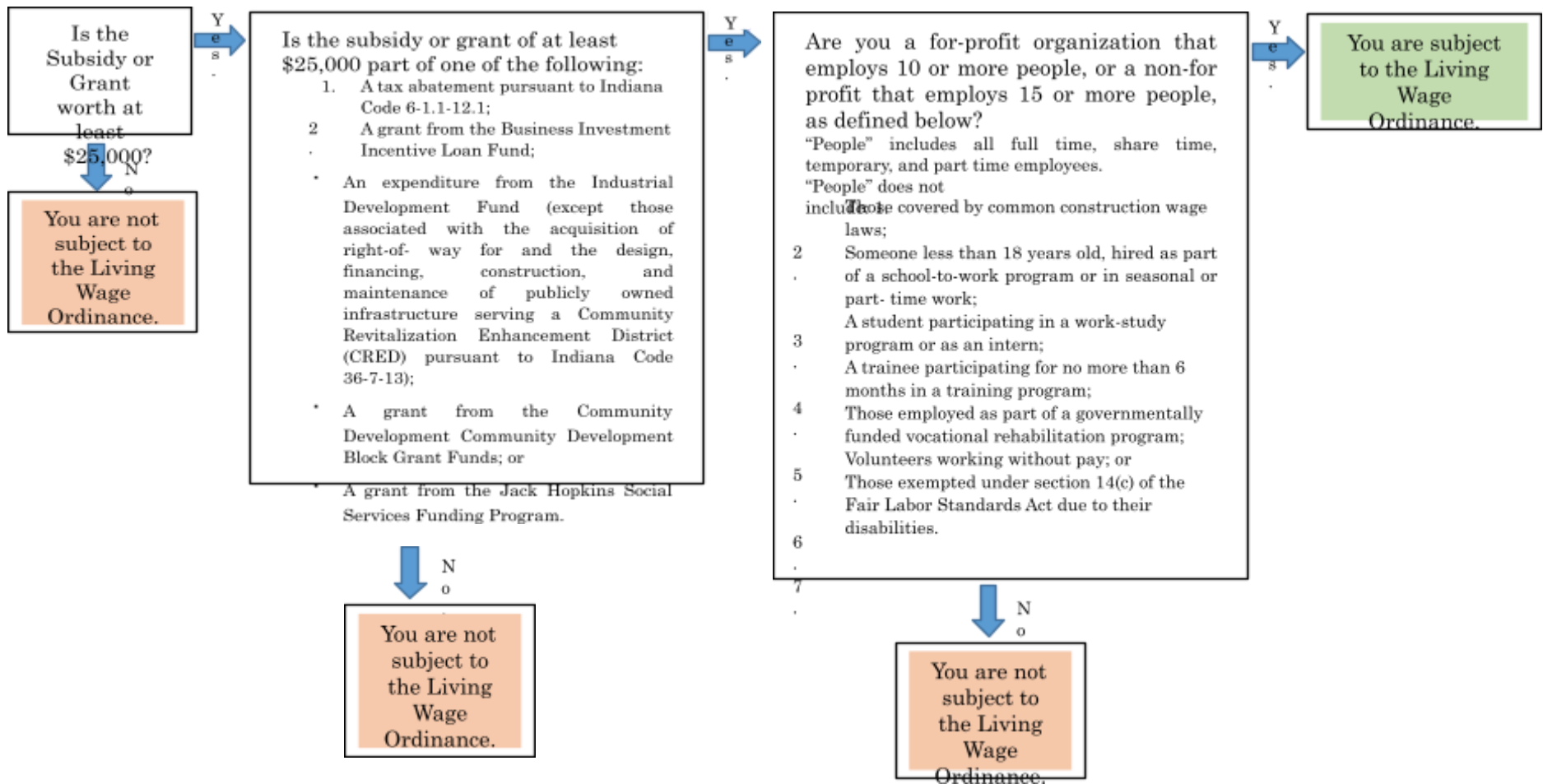
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)



Companies or Organizations that Receive CoB Subsidies or Grants



Section 2.

Specifications and Bid Requirements



CITY OF BLOOMINGTON
Utilities Department

2024
INVITATION TO BID
MOWING SERVICES

The City of Bloomington Utilities Department requests bid submittals from qualified vendors for *Mowing Services* at locations listed in this packet.

The Utilities Service Board may award a contract for these services but reserves the right to accept or reject any or all bids. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s).

This contract shall be for one (1) year with the option to renew for two (2) additional one-year terms (three-year (3) maximum) under the exact terms and conditions of the original contract. The time period for these services shall begin on or about April 23, 2024, and may terminate on or about November 1, 2024.

A Pre-Bid Meeting will be held to address vendor questions regarding the Mowing Services Invitation to Bid packet and locations. Contractor attendance at this meeting is not mandatory but attendance is encouraged. The meeting will be held on **Friday, April 12, 2024, at 10:00 am local time via a Zoom meeting link shown below.** Answers to questions and clarifications of information shall be provided at this meeting.

Topic: 2024 Mowing Pre-Bid Meeting
Date and Time: Friday, April 12, 2024, 10 a.m. Indiana (local time)
Join Zoom Meeting
Zoom link here
Meeting ID: 876 8284 3339
Passcode: 432839

For questions and information, contact:

Jose Fuentes
Title: Purchasing Manager
Phone: 812-349-3677
Email: jose.fuentes@bloomington.in.gov

Bid packets are available for download at no charge at the following City of Bloomington website locations:

_____ City of Bloomington Utilities _____

City of Bloomington will provide no hard copies of the quotation packets

BID SUBMITTAL DEADLINE

Friday, April 19, 2024 – No later than 1:00 PM local time

Submit bids in a sealed envelope clearly marked:
“CBU Mowing Services Bid”

To:

City of Bloomington Utilities
Attn: Jose Fuentes
Purchasing Manager
600 East Miller Drive
Bloomington, Indiana 47401

A. Inspection of Locations.

Before submitting a bid, Contractors are encouraged to examine all the locations specified herein where mowing services are to be performed. The Contractor is solely responsible for becoming familiar with existing conditions at the specified sites under which they would be obliged to operate. The Contractor is also responsible for reporting any conditions they find that may affect the work specified under this contract. Changes to the Scope of Work or Technical Specifications will be made only prior to the execution of the Agreement. No changes to contractual obligations shall be made after the Agreement is signed.

B. General Conditions & Scope of Work.

1. Mowing and landscaping services for location lists are provided in this packet. They are detailed on the Mowing Bid Forms in Section 4.
2. The time period for these services shall begin on or about April 23, 2023 and terminate on or about November 1, 2023.
3. Work performed by the Contractor shall involve approximately twenty-seven (27) weekly mowing cycles and approximately six (6) monthly cycles during the Agreement.
4. Frequency of mowing cycles will be at the discretion of Jose Fuentes, CBU Purchasing Manager (“Purchasing Manager”) or CBU designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
5. Although it is anticipated that there will be approximately twenty six (26) weekly mowing cycles, there is no guaranteed minimum or maximum number of mowing cycles either stated or implied by CBU. At their discretion, Jose Fuentes or his designee, reserves the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
6. **Contractors are required to provide a cost for each mowing cycle at each specified location.** Bids submitted which do not provide a cost for each mowing cycle and location will be deemed non-responsive and may be rejected.
7. Monthly invoices are to be submitted listing the exact location mowing services are performed in the specified billing period. Payments will not be made on the weeks, months, or bi-monthly periods when work was not performed.
8. The Contractor shall communicate with the Purchasing Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
9. The Purchasing Manager, or their designee, and the Contractor must mutually understand work priorities, maintenance methods, and management techniques. Upon request and/or necessity, the Purchasing Manager or their designee will accompany the Contractor to work areas to clarify further or describe maintenance methods and procedures.

All work described in this Agreement shall be performed under the guidance of the Purchasing Manager or their designee and subject to their approval.

10. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times it would be unsafe to operate mowing equipment due to the presence of the public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
11. The Purchasing Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least twenty-four 24 hours prior to the date of the event.
12. All work performed by the Contractor shall be subject to inspection at any time. If the work is found to be unsatisfactory to the Purchasing Manager or their designee, an “unacceptable” condition will exist. The process and consequences for an unacceptable condition are detailed in Section G of this document.

C. Technical Specifications.

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Purchasing Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Purchasing Manager or their designee will make the final determination.
4. Grass shall be cut to, and maintained at, a height of between three (3”) to five (5”) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3”) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.

7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface, which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, roads or safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Any areas under construction will be cut as much as possible, and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks open at all times. Normal mowing operations do not constitute a closure of a sidewalk. Parking vehicles, trailers, or equipment on a sidewalk is considered a closure of it and is not permitted.
14. All elements of the mowing cycle at an individual location shall be completed the same day the location is started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the mowing area or within the extent of any contractually mowed area, they shall be reported to the Purchasing Manager or their designee, as soon as possible.
16. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Purchasing Manager, or their designee.

17. Extreme caution is to be used when mowing around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

D. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Purchasing Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

E. Personnel.

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Purchasing Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Purchasing Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Purchasing Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Purchasing Manager with current contact information for the person in charge of its work.

F. Safety.

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The

Purchasing Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regard to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

G. Default for Unacceptable Conditions.

Should an inspection by the Purchasing Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Purchasing Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's actions or inactions shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the City of Bloomington Tree Fund. At the Contractor's request, the Purchasing Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Purchasing Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

H. Qualification of Contractors.

The following factors will be used to evaluate Contractor qualifications. See the required documentation in Section I:

1. Must maintain a permanent, stable, and reputable place of business;

2. Reputation for and maintenance of adequate facilities and equipment necessary to perform the project work properly, expeditiously, and in compliance with generally accepted standards for quality and skill. Purchasing Manager, or their designee, has the right to inspect all equipment and materials which would be used in carrying out the terms of the contract. Any equipment or materials that does not comply with the terms of the contract may be rejected by the City of Bloomington.
3. Suitable and reputable financial status necessary to meet obligations incidental to performing work under the Contract. This shall include, but is not limited to, the bid bond and insurance as further described in sections J(2) and J(3) below.
4. Appropriate technical experience. A determination of whether a Contractor is responsible includes but is not limited to consideration of the ability to perform the work, as well as the skill, ability, judgment, experience, and integrity necessary to do faithful, conscientious work and to fulfill the terms of the contract. No Contractor will be acceptable if engaged in any other work or project, which impairs the Contractor's ability to finance or perform this Contract or to provide proper equipment for the proper execution of this Contract.

I. Verification of Qualifications.

Each Contractor shall submit a Statement of the Contractors Qualification, experience in performing and completing the type of work embraced herein, the organization and equipment available for the work contemplated, and when specifically requested by the City of Bloomington, a detailed statement of personnel available to perform this service. The City of Bloomington shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Contractor to perform project obligations and Contractor shall furnish references as well as any other pertinent information when requested.

J. Submittal Requirements.

1. Affirmative Action Plan.

An approved Affirmative Action Plan must be on file by the bid submission deadline for a bid to be considered. Bidders who fail to submit a plan that complies with City requirements by the bid deadline are subject to disqualification. **We strongly recommend you submit your written affirmative action plan (or supplement) to the Legal Department at least 24 business hours prior to the bid deadline so Legal may review your plan to make sure it complies with the City's requirements.** While we will make every effort to work with you to clear up any problems, it remains your responsibility to confirm that we have received your plan and that it complies with our requirements. If you fail to confirm that we have received and approved your plan, you risk losing your eligibility to submit a bid.

2. Bid Bond.

Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed unresponsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Bid Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award.

The Bid Guarantee deposit of each unsuccessful Bidder will be returned when his/her Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract. The Bid Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bonds by the successful Bidder.

3. Insurance Requirements.

The Contractor shall, as a prerequisite to this Agreement, purchase and maintain during the duration of this Agreement such insurance as will protect him/her from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations

be by the Contractor or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

<u>Coverage</u>	<u>Limits</u>
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products- completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident

Bodily injury and property damage

E. Umbrella Excess Liability
\$5,000,000 each occurrence and
aggregate

The Deductible on the Umbrella Liability shall
not be more than \$10,000

The Contractor's comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements;
3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury; and
6. Independent Contractors.

With the prior written approval of the City, the Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

4. Inventory/list of mowing equipment.

List of equipment that Contractor plans to use. This shall include equipment currently in inventory, and equipment the Contractor plans to obtain to fulfill the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

5. References.

Contractor will provide at least three (3) references. These references shall be current or former customers.

6. Professional Experience.

The contractor will provide details on years of experience in the lawn care business, whether customers were primarily residential or commercial, and typical sizes of the area maintained.

7. Mowing Bid Form.

Prices submitted Contractor shall be listed on the Mowing Bid Forms provided in Section 5 of this packet.

K. Contract Award.

Bids will be evaluated on the basis of overall cost, experience, and compliance with specifications included in the bid request. The following criteria may also be used to determine the best value for the City:

- (a) Ability to meet specifications or qualifications set out herein
- (b) Company's experience, service history, reputation, and capabilities when applicable, and
- (c) References
- (d) Cost of Services

The City of Bloomington Utilities Department may award a contract, but reserves the right to accept or reject any or all Bids. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful Contractor(s).

Section 3.

Sample Contract Agreement

**STANDARD AGREEMENT
BETWEEN
CITY OF BLOOMINGTON UTILITIES
AND
NAME OF CONTRACTOR
FOR
BRIEF DESCRIPTION OF SERVICES**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Utilities Department by and through its Utilities Service Board (the “Department”), and **NAME OF CONTRACTOR** (“Contractor”).

Article 1. Scope of Services.

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before **DATE** unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with **NAME OF CITY EMPLOYEE**, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care.

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department.

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s **Project Manager shall** act on its behalf with respect to this Agreement.

Article 4. Compensation.

The Department shall pay Contractor for all fees and expenses in an amount not to exceed **WRITE OUT AMOUNT (\$NUMERIC AMOUNT)**. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

NAME OF CITY EMPLOYEE
City of Bloomington Utilities Department
WORK ADDRESS OF CITY EMPLOYEE and email address

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule.

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, the city Department may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. The Project Manager shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor.

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost.

All opinions of probable cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and

does not warrant or represent that the proposals or bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service.

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property.

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 12. Independent Contractor Status.

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest.

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver.

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment.

Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or

any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws.

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify.

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit C**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices.

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:

Contractor:

City of Bloomington Utility Department	NAME OF CONTRACTOR
Attn: CITY EMPLOYEE	Attn: INDIVIDUAL CONTACT
ADDRESS	ADDRESS
ADDRESS	ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 25. Intent to be Bound.

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification.

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion.

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as **Exhibit D**, affirming that Contractor has not engaged in any collusive conduct. **Exhibit D** is attached hereto and incorporated by reference as though fully set forth.

Article 28. Option for Renewal.

This Agreement may be renewed for three (3) additional one-year (1 yr.) terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 29. Living Wage Ordinance.

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit ____; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Megan Parmenter, Chair
Utilities Service Board

NAME OF SIGNATORY, TITLE

John Langley, Director
City of Bloomington Utilities Department

Gretchen Knapp
Deputy Mayor

EXHIBIT “A”

“Scope of Work”

The Services shall include the following:

I. Mowing and landscaping services for various City of Bloomington Lift Station locations for 2024 with additional renewal terms.

II. Contractor shall provide timely mowing in compliance with Bloomington Municipal Code 6.06.050

for excessive growth at all City of Bloomington Utilities properties listed below:

III. A. Primary Locations:

#15 Monroe Water Treatment Plant

#6 Dillman Wastewater Treatment Plant

#4 Blucher Poole Wastewater Treatment Plant

City of Bloomington Service Center Miller Dr. - Mulch, Spring & Fall Cleaning, Snow Removal, Leaf Removal

#23 Winston Thomas

#22 Westwood Lift Station

#21 West Tank

#20 Southwest Tank

#19 Southeast Booster

#18 North Pump House

#17 Tamarron Lift Station

#16 Morningside Lift Station

#14 Vernal Pike Regional Lift Station

#13 Vernal Pike Lift Station

#12 Loesch Lift Station

#11 Griffy Dam Park

#10 Fieldstone Lift Station

#9 East Tank

#8 East Lift Station

#7 East Booster

#5 Curry Pike Lift Station

#3 Angelina Lift Station

#2 West Booster

#1 17th St. Lift Station

Mowing Maps

Standard of Care.

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing. All properties listed in Exhibit A shall be maintained in compliance with Bloomington Municipal Code 6.06.050 for excessive growth
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. Vegetation shall be completely removed from beneath the fence lines of all fences (chain link, wood, etc.).
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, in fields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.

9. Contractor's equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another .

10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds.

Note- herbicide usage by the Contractor is prohibited (see#15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.

11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.

12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.

13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers , or equipment on a sidewalk or trail is considered a closure of it and is not permitted.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. No use of herbicides around playgrounds, swimming pools , or dog park enclosures will be pennitted. Herbicide use in any other area requires the prior approval of Jose Fuentes or his designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to Jose Fuentes or his designee, as soon as possible .

17. Contractor shall not remove, cut or trim any tree limbs from any trees without prior written authorization of Jose Fuentes or his designee. Contractor shall pick up any and all tree limbs or parts of tree limbs that have fallen to the ground.

18. Extreme caution shall be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

1. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

2. At any time during the term of the contract, Jose Fuentes or his designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

1. The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. Jose Fuentes or his designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of Jose Fuentes or his designee.

2. Contractor shall have a competent person in charge of its work at all times to whom Jose Fuentes or his designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

1. Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off the mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

2. The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. Jose Fuentes or his designee will require the Contractor to

immediately discontinue all hazardous work practices upon verbal, or written, notice.

3. It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

4. Should an inspection by Jose Fuentes or his designee reveal that the Contractor's work results in any unacceptable maintenance condition:

a. Jose Fuentes or his designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.

b. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.

c. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

d. In the event the City of Bloomington has to take action to correct an unacceptable maintenance condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

E. Damage Provision

1. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

2. Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars(\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractors request, Jose Fuentes or his designee will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and Jose Fuentes or his designee would determine and document any damage that already exists prior to Contractor beginning work.

III. Project Schedule

A. The time period for these services shall begin on or about April 23, 2023 and terminate on or about November 1, 2023.

B. Work performed by the Contractor shall involve approximately twenty-seven (27) weekly mowing cycles and approximately six (6) monthly cycles during the Agreement.

C. Frequency of mowing cycles will be at the discretion of Jose Fuentes or his designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.

D. Although it is anticipated that there will be approximately twenty seven (27) weekly mowing cycles, there is no guaranteed minimum or maximum number of mowing cycles either stated or implied by CBU. At their discretion, Jose Fuentes or his designee, reserves the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.

E. The Contractor shall communicate with Jose Fuentes or his designee, regarding hours, schedules, and any other conditions affecting performance of the work.

F. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>.

G. Jose Fuentes or his designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

Section 4.

Maps of Proposed Locations

type	location	name
Lift Station	Storm lift station NW of 3rd Street Underpass and W of B-line trail	3rd Street Underpass LS
Lift Station	Blucher Poole plant pump station, in SE bldg	Blucher Poole L.S.
Lift Station	Monroe Hospital Lift Station	Monroe Hospital L.S.
Lift Station	Rogers Rd, 1200' E of Sare Rd, N side	Kensington Park L.S.
Lift Station	Curry Industrial Park Lift Station, SE of detention pond	Jonathan Drive L.S. (Curry Indus
Lift Station	off Fullerton Pk, 1040' E of SR 37 CL, 350' N of Fullerton Pk	Fullerton Pike L.S.
Lift Station	Leonard Springs Rd, 200' N of Sims Ln, E side	Cedarview-Sims L.S.
Lift Station	This lift station is inside the police station building	Municipal Building LS
Lift Station	400' NE of Indiana Bell bldg	Morningside Dr L.S.
Lift Station	Cromwell Ct cul-de-sac, NE side	Cromwell L.S.
Lift Station	Loesch Rd & Old Vernal Pk, SW cor	Northwest Park L.S.
Lift Station	300' N of Edward Ct, back of Lot 222, Hyde Park	Hyde Park Edward Ct L.S.
Lift Station	Tamarron Lift Station	Tamarron Regional L.S.
LiftStation	Angelina Ln Lift Station, at dead end of road (formerly Ridgeline Rd)	Angelina Ln LS
LiftStation	Smith Ave Lift Station, 60' N of Smith, between Washington & Lincoln	Smith Ave L.S.
Lift Station	Curry Pike Davis Lift Station	Curry Pike Davis L.S.
Lift Station	West end of W. Cedar Chase	Cedar Chase L.S.
Lift Station	130' SE of Azalea Ln, between Lots 7 & 8	Walnut Creek L.S.

Lift Station	Jeffrey Rd, 50' E of Ooley Dr, S side	Jeffrey Road L.S.
Lift Station	Sterling Woods LS - SE of intersection Snoddy and Moores Creek Rd.	Sterling Woods L.S.
Lift Station	Park Ridge Rd, 80' NE of Walpole Ln, SE side	Park Ridge Rd L.S.
Lift Station	Oolitic & 12th, SE cor	Oolitic Drive L.S.
Lift Station	Glen Oaks Dr, Westwood Lift Station (new)	Westwood L.S.
Lift Station	Prow Rd, back lot line of Lots 41 & 42 Hackberry Ln	Prow Rd L.S.
Lift Station	Pass 69 on Vernal take left. Next stop turn right and going underneath bridge it will be on your left	Vernal Pike Regional L.S.
Lift Station	Profile Parkway Lift Station, SW of United Films	Profile Parkway L.S.
Lift Station	Hearthstone Lift Station, SE corner of development, near SR 446	Hearthstone L.S.
Lift Station	Stonelake, between lots 32 & 31 Stonelake Drive	Stonelake L.S.
Lift Station	Woodhaven Dr Lift Station	Woodhaven Drive L.S.
Lift Station	E of 241 W Grimes, W of MH 3 with new diversion structure	Grimes Lane LS
Lift Station	Weymouth Ln, 250' SE of Plymouth Rd, NE side	Weymouth Lane L.S.
Lift Station	Olcott Bv, 210' SW of Kings Wy, SE side	Hyde Park Olcott L.S.
Lift Station	Arlington Park Lift Station	Arlington Park Regional L.S.
Lift Station	NW corner of W 17th St & Arlington Rd	17th Street L.S.
Lift Station	State Road 446, S of Century Village - Knightridge LS replacement (MH 4788)	New Knightridge LS
Lift Station	road on east side of Fairgrounds, 400' N of Airport Rd, W side	Karst Park L.S.
Lift Station	Copper Beech Way, outside S end curve	Copper Beech L.S.
Lift Station	East Parking lot of Hospital (employee parking)	IU Hospital LS
Lift Station	400' W of Liberty Dr, S side Shulte plant	Park 37 L.S.
Lift Station	Stonechase Lift Station, Sedgegrass Run, 560' SE of Bobcat Bnd, E side	Stonechase L.S.
Lift Station	Cory Ln, 500' S of 3rd St, W side	Cory Lane L.S.

Lift Station	Adams St, 180' S of S entrance to Adams Grove Aparts, W side (1300 S Adams)	Adams St L.S.
Lift Station	NW of Intersection of Colchester and Donington	Gentry East L.S.
Lift Station	Rusgan Dr & Ramble Rd W, LS 50' E of corner - pump 2 (north) = LS-11656	Rusgan Dr LS
Lift Station	Vernal Pike, 650' W of Old Vernal Pike, N side	Vernal Pike L.S.
Lift Station	Basswood Apts, Lift Station, NE cor	Basswood L.S.
Lift Station	Kirby Rd, 250' S of Cave Creek, new Fieldstone Lift Station	Fieldstone LS

Section 5.

Mowing Bid Forms

***** INVITATION TO BIDDERS *****

NOTICE IS HEREBY GIVEN THAT THE UTILITIES SERVICE BOARD OF THE CITY OF BLOOMINGTON, INDIANA, WILL RECEIVE SEALED BIDS FOR THE FOLLOWING:

MOWING SERVICES

Sealed bids for the above service will be received at the City of Bloomington Utilities Department, 600 E. Miller Dr., Bloomington, Indiana, 47401, **at or before 1:00 p.m. (local time) on Friday, April 19, 2024.** Any bids received after this designated time will not be opened or considered. The Bids will be reviewed, and the award may be made at the April 22, 2024, Utilities Service Board Meeting or a subsequent meeting.

All necessary bid forms and information packets can be obtained at the following location:
<http://bloomington.in.gov/RFP>

Each bidder shall file with his or her sealed bid, Bid Bond, or Cashier's Check equal to five (5) percent of the bid, and all documents required by the City of Bloomington and the State of Indiana, as set forth in the Instructions to Bidders.

A pre-bid meeting will be held via Zoom meeting platform at 10:00 a.m. on Friday, April 12, 2024. Attendance at the pre-bid meeting is encouraged but not mandatory for contractors wishing to bid on the project. **The meeting can be accessed via this link:**

<https://bloomington.zoom.us/j/87682843339?pwd=Nvlll9nXsrBc4mRWVzprnLeGgamUyuF.1>

Meeting ID: 876 8284 3339

Passcode: 432839

Each bidder for contracts over \$10,000 must submit their written Affirmative Action Plan and Harassment Policy to the City Compliance Officer **AT LEAST TWENTY-FOUR HOURS BEFORE THE BIDDING DEADLINE.** Each bidder must ensure that all employees and applicants for employment are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based on race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, and housing status.

You should submit your plan and policy **SEPARATELY** from the sealed bid. The Contract Compliance Officer for the City of Bloomington is Audrey Brittingham. **EACH BIDDER SHOULD REVIEW HIS OR HER AFFIRMATIVE ACTION PLAN WITH AUDREY BRITTINGHAM IN ADVANCE OF THE BIDDING DEADLINE.** Her telephone number is (812) 349-3426. Her office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Each Bidder's workforce breakdown figures must be updated every six months. Bidders who fail to submit acceptable plans are subject to disqualification.

The City of Bloomington reserves the right to waive any informality and to accept or reject any or all bids submitted.

The Utilities Service Board may hold bids for a period not exceeding sixty (60) days from the date of bid opening to review the bids and investigate the bidder's qualifications prior to

awarding the contract.

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD
Megan Parmenter, President

Mowing Services Bid Form - Locations

Location	=	Cost Per Mowing Cycle
Adams St	=	\$
Cory Lane	=	\$
Curry Pike #5	=	\$
Fullerton	=	\$
Hyde	=	\$
Kensington	=	\$
Knightridge	=	\$
Morning Side	=	\$
Northwest Park	=	\$
Prow	=	\$
Ridgeline	=	\$
W Vernal Pike	=	\$
Vernal Pike Regional	=	\$
Little Africa	=	\$
Winston Thomas	=	\$
Arlington Park Regional	=	\$
Fieldstone	=	\$
Smith Ave	=	\$
Tamarron Regional	=	\$
Westwood	=	\$
17th St	=	\$
City of Bloomington Utilities (Miller Dr)	=	\$
Bluecher Poole Wastewater Treatment Plant	=	\$
Dillman Wastewater Treatment Plant	=	\$
Monroe Water Treatment Plant	=	\$
Winston Thomas	=	\$
Total Cost		= \$

Please Remember:
While it is assumed that there will be twenty seven (27) mowing cycles, the number of mowing cycles is not guaranteed.

Name of Company:

Signature of Responsible Party:

Printed Name of Responsible Party:

Date:

Contact Information

Address:

City:

State & ZIP:

Phone #1:

Phone #2:

Email:

Reminder!

The following should be included with the Bid submittal along with the bid forms:

1. Proof of insurance or proof of ability to obtain insurance.
2. List of mowing equipment inventory
3. Provide three or more references
4. Provide details of experience in the lawn care business.
5. Bid bond, cashiers, or certified check in the amount not less than five percent (5%) of the total bid.

No More 24-Hour Requirement. The Contract Compliance Committee has voted to remove the 24-hour requirement for affirmative action plans. This means that bidders are no longer required to turn in an approved plan to Legal 24 hours before the bid deadline; they can turn in an approved plan with their bid or to legal by the bid deadline. The letter in the updated AAP packet still strongly urges bidders to contact the compliance officer before the bid deadline to ensure their plans are current and compliant with the City's requirements.

