

REQUEST FOR QUOTATIONS

2011 Butler County Fair Mowing Contract

Mailing Address: 17394 Packard Ave
Clarksville, IA 50619

Informational Contact: Derek Prostine

Phone: (319) 230-1108

E-mail: dprostine@hotmail.com

Bid Due Date: Parcel Post - Postmark March 31, 2011 or
Email - March 31, 2011 8:00 pm

SUBMISSION OF QUOTATIONS:

- Please submit quotations to the Butler County Fair Association by the established due date.

TERM OF CONTRACT:

- The term of the contract shall be for the 2011 mowing season (April 15, 2011 through October 15).

DESCRIPTION OF PROJECT:

- To provide full mowing and trimming services of Butler County Fairground's, Allison, Iowa, for the 2011 growing season.

SCOPE OF SERVICES:

- a) The Contractor with the winning bid agrees to furnish all the necessary equipment, consumable supplies, labor and transportation to provide mowing services at the Butler County Fairgrounds, with the exception of the inside of the ½ mile racetrack.
- b) Turf areas shall be mowed every 7 to 10 days as necessary to maintain a turf height of 2 1/2 – 4 inches.
- c) Mowing cannot be conducted during the dates of June 21st to June 26th. Grass must be mowed to a height of 2 ½ - 3 ¼ inches for June 20th. A mandatory trimming must be completed between the dates of June 15th and June 21st.
- d) Contractor will refrain from mowing after 3 p.m. on days when Racing Event is being held at Fairgrounds.
- e) The Contractor shall perform a maximum of 26 cuttings per year.

INQUIRES:

- Questions pertaining to this bid submission must be made via phone or email on or before March 11, 2010 to Derek Prostine at above listed information.

INSURANCE:

- The selected contractor shall provide certificates of insurance coverage, pay premiums and keep in force until the expiration date of this contract. The following policies are required (*minimum coverage amounts listed*):
 - a) The Contractor shall maintain MINIMUM LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 EACH OCCURRENCE and shall provide a certificate of insurance to the Association, which shall have the Butler County Fair Association harmless, protect the public and any person from injury sustained from the execution of this mowing agreement or the handling and storage of materials used by the Contractor. The Contractor shall also carry Workers Compensation Insurance which meets the requirements of the Workman's Compensation Law.

REVIEW MEETINGS:

- Periodic review meetings between the Butler County Fair Association and contractor may be held during the mowing season. The Fair will determine the frequency of the review meetings.

SELECTION CRITERIA:

Proposals will be evaluated based on, but not limited to the following criteria

- The ability of the contractor to provide the manpower and equipment needed to provide timely and efficient service.
- Contractors residing within Butler County will be given preference.

2011 Butler County Fairgrounds Mowing Contract

This agreement is between _____ herein after referred to as the Contractor and Butler County Fair Association herein after referred to as the Association, for mowing services during the 2011 turf growing season.

1) Contractor:

- a) The Contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the Butler County Fair Association.
- b) The Contractor shall provide to the Association the Contractor's employer identification number, or the Contractor's social security number, if the Contractor does not have an employer I.D.
- c) The Contractor will not be permitted to sublet this contract without written approval from the Association.

2) Services:

- a) The Contractor agrees to furnish all the necessary equipment, consumable supplies, labor and transportation to provide mowing services at the Butler County Fairgrounds, with the exception of the inside of the ½ mile racetrack, at a price of _____ for the season.
- b) Turf areas shall be mowed every 7 to 10 days as necessary to maintain a turf height of 2 1/2 – 4 inches.
- c) Mowing cannot be conducted during the dates of June 21st to June 26th. Grass must be mowed to a height of 2 ¾ - 3 ¼ inches for June 20th. A mandatory trimming must be completed within 5 days of June 21st.
- d) Contractor will refrain from mowing after 3 p.m. on days when Racing Event is being held at Fairgrounds.
- e) The Contractor shall perform a maximum of 26 cuttings per year.

3) Equipment and Operations:

- a) The Contractor shall maintain all mowing equipment in proper condition, making sure that all mower blades are sharp.
- b) The Contractor shall avoid mowing wet areas.
- c) Line trimming units used for areas inaccessible to mowers may include, but is not limited to the following situations: around the base of trees and plantings, around site fixtures, along fences, walls, and curb barriers. Chemical trimming (i.e. Roundup) is an expectable method for trimming in previously described area's when approved by the Association.
- d) The Contractor shall perform all mowing operations in such a manner as to prevent damage to the turf, nearby trees, shrubs, ground cover, structures, site fixtures, parked vehicles and pedestrians.
- e) The Contractor shall pick up and dispose of all paper and small debris. The paper and debris shall be disposed of properly. The Contractor shall report excessive amounts of trash to the Association.
- f) The Contractor shall leave all adjacent areas, whether paved or landscaped, in good condition, clean of debris.
- g) The Contractor shall perform the mowing procedure in such a manner that removal of grass clippings is not necessary. If clippings create unsightly conditions, the contractor shall remove the clippings and dispose of off the site, at the Contractor's expense.

4) Insurance and Liability:

- a) The Contractor shall comply with laws, ordinances, and regulations which may, in any manner affect those engaged or employed at the work site, or their materials, or equipment used at the work site, so as not to conflict with such laws, ordinances and regulations.
- b) The Contractor is liable for any and all damages to adjacent properties, due to the negligence of the Contractor's employees or the Contractor.
- c) The Contractor shall maintain MINIMUM LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 EACH OCCURRENCE and shall provide a certificate of insurance to the Association, which shall have the Butler County Fair Association harmless, protect the public and any person from injury sustained from the execution of this mowing agreement or the handling and storage of materials used by the Contractor. The Contractor shall also carry Workers Compensation Insurance which meets the requirements of the Workman's Compensation Law.
- d) The Butler County Fair Association shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents.
- e) Further, the Butler County Fair Association shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the Association for its employees.

5) Inspections and Payment:

- a) The Contractor must review the sites with the Association prior to the start of the growing season.
- b) Payments will be made in three increments, equally divided between May 15th, July 15th and August 31st.
- c) Unsatisfactory work as determined by the Association shall be corrected at the Contractor's own expense.

6) Termination of Contract:

- a) Contract may be terminated by a 7 day written notice by either party for cause, should performance not be satisfactory after opportunity for corrective action has not resulted in improvement as determined by the Association.

7) Extension of Contract

- a) The Association reserves the right to extend the contract for three additional 1 year renewal terms

IN WITNESS TO THIS AGREEMENT the authorized signature below represents complete agreement and acceptance by the parties herein to all terms and conditions listed above:

Contractor

Date

Butler County Fair Association

Date