

CONTRACT
SCOPE OF WORK
CHAPLIN CEMETARIES, TOWN BUILDINGS, and GARRISON PARK

The specifications contained herein provide for the management and care of all exterior landscaped areas. The extent of service is suggested but is not necessarily limited to the items listed herein. This program is designed to enhance and promote healthy growth habits of all landscaped material.

I. PERIOD OF COVERAGE

The contract shall commence on July 1, 2024, pending budget approval. If the budget is not approved as of July 1, 2024, the contract shall commence on the day after budget approval, or a prorated basis, and continue until June 30, 2025. The Town and contractor may extend the contract up to an additional year as mutual agreed if contractor holds price for that extension.

II. GENERAL SPECIFICATIONS

A. INSPECTION OF SITE

The work included in the contract will consist of furnishing all labor, equipment and materials, and performing all operations in connection with the maintenance requirements as specified. All landscape maintenance work shall be conducted in conformance with local horticultural practices, and state and federal rules and regulations.

B. GENERAL DESCRIPTION OF WORK

1. Activity summaries shall be submitted to the owner that will include all landscape activity conducted on a weekly basis. The activities shall include, but may not be limited to, turf care, tree and shrub care, insect and disease monitoring and site recommendations for improvement.
2. The Contractor shall supervise the work or shall have an authorized representative at the site at all times to act for him/her. All work shall be performed by trained and qualified personnel. Adequate personnel and equipment shall be used to assure the timely completion of landscape management as weather conditions permit.

C. EQUIPMENT

1. Equipment shall be in good working order, capable of cutting acreage at all locations.
2. Turf mowing equipment shall consist of trimming, hand and mechanized mowers. Blades shall be kept sharp to assure that grass blades are cut and not torn during mowing operations. Mowing equipment shall be adjustable to vary mowing height.
3. Equipment shall be properly maintained and shall not leak or disperse any liquid or mechanical material onto Town property. If such situation arises, the town shall be notified immediately. The contractor is responsible for all environmental cleanup.

III. TURF MAINTENANCE

- A.** Turf areas shall be maintained at a reasonable height as conditions dictate. Mowing equipment and cutting patterns shall be employed so that no more than one third of the grass blade is removed at any one time and to permit the recycling of clippings where possible and present a neat appearance. Excess clippings shall be removed. Walks and paved areas adjacent to turf shall be left in a clean and neat condition.

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- B.** Turf adjacent to vertical surfaces, signposts, trees, light figures, etc. shall be line trimmed to maintain a height in accordance with surrounding areas.
- C.** Fence lines, chain link and wood post, shall be kept clean and trimmed.
- D.** Line trimmers shall not make contact with tree bark. If such situation arises, contractor WILL replace the tree with same species of similar size and shape when ordered by the Tree Warden regardless of current condition of the tree.

IV. TREE AND EVERGREEN CARE

- A.** The contractor is not responsible for trimming trees or shrubs. If pruning is necessary, the contractor is to notify the Town's Department of Public Works.

V. GENERAL SITE CLEAN-UP

- A.** General site clean-up and approved offsite disposal of all pruning, grass clippings, and any other debris created by the landscape maintenance operations shall be provided as part of the landscape maintenance operations and shall be provided as part of the landscape maintenance contract.
- B.** Any debris in the path of mowing should be picked up and disposed in area trash cans.
- C.** Mow with discharge away from buildings, vehicles, and pathways.
- D.** Area under white pine groves at the park and in front of Town Hall shall be maintained often so as not to allow any weeds, brush, or ivy to grow over 8" tall. No ivy shall be permitted to climb trees.

VI. GUARANTEE

- A.** The contract expressly warrants that the work performed shall be of good and workmanlike quality and free from defects in workmanship and materials for any plantings performed by them.
- B.** Turf, trees, shrubs, evergreens, ground covers and vines which may be made unacceptable due to the contractor's negligence, shall be replaced by the contractor at their expense.

VII. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACTS FUNDS

- A.** No contract shall be assigned or any part of the same subcontracted without the prior written approval of the Board of Selectmen; nor shall such consent relieve the Contractor from his/her obligations or change the terms of the contract.

VIII. COOPERATION BETWEEN CONTRACTORS

- A.** Unless otherwise provided in Special Conditions, if separate contracts are left for work within, or adjacent to, the project site as may further be hereinafter detailed in the contract documents, each contractor shall conduct his/her work so as not to interfere with, or hinder the progress of, completion of the work being performed by other contractors.

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- B.** The Contractor shall, as far as possible, arrange their work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractor within or adjacent to the limits of the project size. They shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

IX. MISCELLANEOUS

A. Certificate of Insurance

1. The contractor shall furnish certificates of insurance in the following accounts:
 - a. Comprehensive General Liability including premises/operations, contractual independent contractors, broad form property damage and personal injury. Limits of liability shall be combined bodily injury and property damage:
 - b. Auto liability, including owned, non-owned and hired – limits of liability shall be combined bodily injury and property damage: \$1,000,000. Each occurrence: \$1,000,000 Aggregate.
 - c. Excess Liability – Umbrella Form: \$1,000,000
 - d. Workers' Compensation Insurance – Limit of liability shall be the statutory limits. State whether or not the sole proprietor and/or partners have elected to be included.
 2. The contractor shall have a certificate issued showing the Town of Chaplin as an additional named insured for the duration of the contract.
 3. Certificates shall be filed with the town's agent before work is started and contain a thirty (30) day written notice of cancellation clause.
 4. All personnel on site shall follow ANSI and OSHA standards for personal protective equipment.
- B.** Mowing and trimming around cemetery headstones and Town buildings must be done with extreme care, in a professional manner and to the satisfaction of the Selectmen. Coming in contact with cemetery headstones while using mowing and/or trimming equipment so as to cause scrapes or gouges must be avoided. New Chewink cemetery must be mowed 3-4" higher than average to prevent damage to the row markers in the ground.
- C.** Mowing and trimming around Park Structures, fencing, backstops, landscaped areas and Town buildings must be done with extreme care, in a professional manner and to the satisfaction of the Selectmen. Parking lot side of barn and lower access door shall be trimmed. The western fence line between Garrison Parks split rail fence and Hubbard sanctuary shall be mowed a minimum of 36" wide and CAN NOT EXCEED a width of 72" with the exception of a 100' long area from the barway to the north. This area shall be maintained at a 6-8" height and great care shall be taken so as not to disturb the nesting of birds from April 15th through July 31st.
- D.** Any accumulation of lawn clippings or brush cuttings must be removed, and all cemetery headstones and footstones must be trimmed after every mowing. Heavy grass discharge is to be removed from playing fields at Garrison Park and no grass discharge from mowing or trimming onto baseball infield, pavilion or walking path will be accepted.

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- E.** The Town may withhold acceptance of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payments will not be made until corrections are made which are acceptable to the town.
- F.** Frequency of mowing: Mowing will be done as often as necessary in order to assure well-maintained grounds. All cemeteries will be mowed a day or two before Memorial Day, July 4th, and Veterans' Day. These holiday mowing's qualify as the three mowing's of Bujak and Miller Road cemeteries. Grass shall normally be mowed to a height of 3" but during the months of July and August it shall be mowed to a height of 3.5".
- G.** Use of pesticides on Town ground is prohibited without written authorization from the Town.
- H.** Baseball diamonds to be edge weeded, reconditioned (see specification below) and top dressed with town supplied material no later than April 15, 2023 and top dressed throughout the year as needed, weather permitting. Baseball diamonds to be dragged weekly from Spring through October to inhibit vegetation growth on infields. Baseball infields' soil shall be reconditioned to a depth of 4", graded, raked and rolled once per month from the initial April reconditioning through October. Town will maintain a stockpile of approved Baseball infield material in the upper parking area – contractor must notify the Department of Public Works 2 weeks prior to requiring additional material.

X. RESTRICTIONS

- A.** **NO MOWING** will take place on Sundays.

XI. LOCATIONS

A. CEMETERY LOCATIONS:

Bujak Road Cemetery (3 times per year)
Chaplin Center, Chaplin Street Cemetery
South Chaplin, Rt 198/Route 6 Cemetery
Russ, Tower Hill Road Cemetery
Bedlam, Bedlam Road Cemetery
Chewink, Chewink Road & new section of Chewink Cemetery
Miller Road Cemetery (3 times per year)

B. TOWN BUILDING LOCATIONS:

Senior Center – 132 Chaplin Street
Library – 130 Chaplin Street
Volunteer Fire Department – 106 Phoenixville Road
Memorial Green – (across from 1 Chaplin Street)
Museum – 1 Chaplin Street
Town Hall – 495 Phoenixville Road
Garrison Park – 495 Phoenixville Road

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PROPOSAL \$ _____

Payment will be made on a monthly basis.

Name: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Contract Date: July 1, 2024 – June 30, 2025

Signature: _____
 Juan Roman III, First Selectman

Revised 01/29/2024