

Caroline County Government

109 Market Street, Room 123

Denton, MD 21629

Telephone: (410) 479-0660

Fax: (410) 479-4060

VENDOR CONTRACT (Short Form)

Date: 04/30/2017

Contract Number:

Contract Type:

VENDOR:

Name: Rex Landscaping

Address: PO Box 37/10780 Knife Box Rd

City, State Zip: Denton, MD 21629

Phone & Fax Number: 410-310-0058

Email:

Contact: Jason Rex

Products / Services:

I. **PRODUCT/SERVICE:** Scheduled mowing and lawn care at various locations throughout Caroline County.

II. **STATEMENT OF WORK:**

The VENDOR will provide mowing services as detailed in in "Attachment A" which outlines the projected cutting frequency required.

All work will be performed in compliance with the technical specifications in Attachment "A" and the standards required by Caroline County as outlined for General Maintenance Standards for all Public Ground Sites. In the absence of such specifications, all work shall be performed to the highest standards of workmanship. All work will be supervised by County staff.

This contract will be in effect for one year, April 15, 2017 – April 14, 2018.

III. **DELIVERABLES:**

1. All work following the schedule as outlined in Attachment "A."

IV. BUDGET:

Routine mowing and lawn care based on the schedule outlined in Attachment "A" and the per cut cost as outlined in Attachment "A".

TOTAL CONTRACT AMOUNT NOT TO EXCEED 28,860.00

ADDITIONAL INFORMATION:

BILLING INFORMATION: VENDOR is to submit a detailed monthly invoice to Caroline County Government which clearly identifies the locations, dates of service and the cost per location. Final invoice is to be submitted within 60 days of completion of this contract. Caroline issues checks on a biweekly basis.

1. The VENDOR agrees to operate and provide services in accordance with the provisions of this agreement, with all assurances, terms, and conditions included.
2. The VENDOR assures Caroline County Government that it possess the legal authority to enter this agreement and that its governing body has authorized the signatory official to enter this agreement and any subsequent modifications.
3. The VENDOR further assures Caroline County Government that neither it nor its principals are presently debarred from receiving federal, state or local funds and shall disclose before execution of this contract any litigation or potential litigation the VENDOR may be subject to.
4. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.
5. The VENDOR shall indemnify and hold harmless the County from any loss, cost, damage or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
6. Caroline County Government reserves the right to cancel this agreement should the VENDOR fail to fulfill in a timely and proper manner its obligations under this agreement.
7. Caroline County Government, the State of Maryland, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this agreement.
8. The VENDOR will obtain and keep in force, during the terms of the Contract, insurance required by law and such additional amounts as deemed reasonable or prudent by the County.
9. The benefits, obligations hereunder shall not be sublet, assigned, delegated or otherwise disposed of by either party, except with prior written consent of the other party.
10. Any sublease, assignment, delegation or other disposal in violation of the section shall be null and void.

11. All disputes under this Contract, if not resolved by the parties, shall be resolved by the courts of competent jurisdiction in accordance with the laws of the State of Maryland.
12. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein.
13. This contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter thereof and constitutes the entire agreement between the parties hereto in respect thereof.
14. In the event of violations or breach of the requirements of this Agreement by the VENDOR, Caroline County Government may pursue any legal remedies or sanctions as may be appropriate.
15. As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions contained herein.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on the day herein stated.

COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND

Jennifer Farina
Administrative Coordinator

Daniel J. Franklin, President



CONTRACTOR:

Name: _____

Date: 5/10/17

Title: Owner

Approved for legal sufficiency:

Heather Price, County Attorney

ADDRESSES FOR NOTICE:

IF TO COUNTY

IF TO CONTRACTOR

Attachment A

Specifications for Maintenance of Public Grounds

SITE CLEANUP

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish not caused by the contractor's operations. i.e., cans, bottles, paper, etc.

At the completion of the work, the contractor shall remove all the waste materials and rubbish from and about the project, as well as all the contractor's tools, construction equipment, machinery, and surplus materials.

If the contractor fails to clean up at the completion of the work, the owner may do so, and the costs thereof, shall be deducted from the monthly invoice.

Inspection

The County reserves the right to inspect the work and equipment of the contractor, and to clarify job tasks and performance standards when necessary. The County reserves the right to suspend the contract by December.

The contractor will be required to notify the Recreation and Parks Department inspector on the day of each mowing, no later than 8:30 p.m., to report the sites that will be cut that day. Contractor may use phone, fax, or e-mail for this report.

Schedule of Work

The Department of Recreation and Parks shall provide the contractor with a listed schedule of events and athletic fields reserved by the public.

County prefers grass cuttings to be completed during off peak hours; generally Monday through Friday before 4:00 p.m. **Elementary school sites should be cut before 9:30 a.m., or after 3:30 p.m. days when schools are in session.**

Equipment and Operation

A list of equipment owned and to be used to satisfy this contract must be supplied with the proposal. All equipment must have proper safety devices, including chain guards to eliminate flying debris. All equipment must be operated in a safe intelligent manner by people, 16 years of age or older, who are trained properly to use the equipment. An inspection of said equipment will be arranged prior to the contract being awarded.

General Maintenance Standards for all Public Ground Sites.

- A. **Turf Care:** Grass is to be cut once every 12-14 days, unless specified otherwise in the site location and description item in this section. Trimming around buildings, back stops, play structures, picnic tables, bleachers, parking islands and bumpers, trees, shrubs and plants or other obstacles, is a part of the contract.
1. The required height for cutting grass is 3 inches.
 2. Any damage to trees, shrubs, plants, turf or other structures, as a result of grass cutting and trimming, will be paid for by the contractor.
 3. In the event of construction on a contracted area during the contract period, the contract price will be reduced based on a per acre cost per mowing.
 4. During the summer months, the frequency of cutting may be reduced and contractors will be so advised.
- B. **Litter Control:** Pickup of litter and debris from the grass areas and paved playing surfaces, within the maintenance boundaries of the park, is required. Place litter in existing trash barrels for removal by the County Public Works Department or remove from site.
- C. **Paved Areas:** Keep paved areas (tennis courts, walkways) free of encroached vegetation and blown free of grass clippings. Paved walkways at the Dayspring Playground, Caroline County Courthouse, and Armory Community Center will require edging on a regular basis. Paved playing court edges must be free of wiregrass, with no accumulated grass around fence borders.
- D. **Curbs, Sidewalks & Driveways:** Concrete and asphalt areas will be edged on a regular basis, or as deemed necessary by the Owner and blown free of grass clippings.
- E. **Mulch, Sand and Gravel Boxes:** Boxed areas of mulch or sand are used around playground climbing toys and slides. Sand/Mulch shall be kept free of litter, weeds, wood, and grass. Gravel areas surround ball field concession areas. These should also be free of litter and weeds.

Use of Non-Selective Herbicides

If the Contractor prefers monthly application of Roundup or similar herbicide to control turf growth around fence areas and plantings, a copy of the contractor's Maryland Pesticide Applicators license (Category - W or 3-T) must be submitted prior to the execution of the formal contract agreement. Specific standards for the use of the herbicide will be determined at each park site. Applications are restricted to weather conditions with zero winds.

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9. The benefits, obligations hereunder shall not be sublet, assigned, delegated or otherwise disposed of by either party, except with prior written consent of the other party.
10. Any sublease, assignment, delegation or other disposal in violation of the section shall be null and void.

11. All disputes under this Contract, if not resolved by the parties, shall be resolved by the courts of competent jurisdiction in accordance with the laws of the State of Maryland.
12. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein.
13. This contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter thereof and constitutes the entire agreement between the parties hereto in respect thereof.
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COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND

Jennifer Farina
Administrative Coordinator

Daniel J. Franklin, President

CONTRACTOR:

Name: _____

Date: _____

Title: _____



Approved for legal sufficiency:

Heather Price, County Attorney

ADDRESSES FOR NOTICE:

IF TO COUNTY

IF TO CONTRACTOR

Location	Account Number	Cost	Projected Frequency	Frequency of Cuts for Contract Period	Total
North County					
Marydel Community Park	01.345.5282	\$ 180.00	7 Days	29	\$ 5,220.00
Marydel Tree Area	01.345.5282	\$ 35.00	12-14 Days	16	\$ 560.00
Henderson Community Park	01.345.5282	\$ 65.00	12-14 Days	16	\$ 1,040.00
Cedar Lane Senior Community Park	01.345.5282	\$ 80.00	7 Days Thru June	21	\$ 1,680.00
Day Spring Community Park	01.345.5282	\$ 35.00	12-14 Days	16	\$ 560.00
Christian Park	01.345.5282	\$ 35.00	12-14 Days	16	\$ 560.00
Goldsboro Public Works Yard	01.259.5282	\$ 40.00	12-14 Days	16	\$ 640.00
Central County (Rec & Parks)					
Hillboro Boat Ramp	02.340.6041	\$ 50.00	12-14 Days	16	\$ 800.00
Lockerman School Field	01.345.5282	\$ 90.00	7 Days Thru June	21	\$ 1,890.00
Amory Community Center	01.345.5282	\$ 60.00	7 Days Thru June	21	\$ 1,260.00
Two Johns Landing	02.340.6041	\$ 40.00	12-14 Days	16	\$ 640.00
Double Hills Road	01.259.5282	\$ 80.00	7 Days	29	\$ 2,320.00
404 Memorial	01.259.5282	\$ 35.00	12-14 Days	16	\$ 560.00
Central county Public Works					
Health & Public Service BLDG	01.259.5282	\$ 150.00	12-14 Days	16	\$ 2,400.00
DCT Building Property	01.259.5282	\$ 50.00	12-14 Days	16	\$ 800.00
5th & Frankliln	01.259.5282	\$ 30.00	12-14 Days	16	\$ 480.00
Caroline County Court House	01.259.5282	\$ 60.00	7 Days Thru June	21	\$ 1,260.00
Mental Health Services Office	01.259.5282	\$ 30.00	12-14 Days	16	\$ 480.00
Caroline County 4H Park	08.444.5411	\$ 200.00	12-14 Days	16	\$ 3,200.00
South County					
Webb/ Fluharty Cabin	01.345.5282	\$ 60.00	12-14 Days	16	\$ 960.00
Dickerson Tomb	01.345.5282	\$ 40.00	12-14 Days	16	\$ 640.00
Colonel Richardson Tomb	01.345.5282	\$ 40.00	12-14 Days	16	\$ 640.00
Ganey's Wharf Boat Ramp	02.340.6041	\$ 80.00	12-14 Days	16	\$ 1,280.00
Harmony Community Park	01.345.5282	\$ 80.00	12-14 Days	16	\$ 1,280.00
Federalsburg Elementary Ball Fields	01.345.5282	\$ 120.00	7 Days Thru June	21	\$ 2,520.00
Jonestown Communtiy Park	01.345.5282	\$ 80.00	12-14 Days	16	\$ 1,280.00
Choptank Marina	02.340.6041	\$ 60.00	12-14 Days	6	\$ 360.00
Starting July 1st	02.342.5282	\$ 60.00		10	\$ 600.00
Preston Elementary School Park	01.345.5282	\$ 200.00	10 Days	20	\$ 4,000.00
Jonestown Water Plant	07.270.5282	\$ 35.00	12-14 Days	16	\$ 560.00
					\$ 40,470.00

PO Breakdown

01.345.5282	\$ 24,090.00
01.259.5282	\$ 8,940.00
02.340.6041	\$ 3,080.00
02.342.5282	\$ 600.00
07.270.5282	\$ 560.00
08.444.5411	\$ 3,200.00
	<u>\$ 40,470.00</u>