

# *Town of Canandaigua*

5440 Routes 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120  
Fax: (585) 394-9476  
www.townofcanandaigua.org

*Established 1789*

February 21, 2017

The Town of Canandaigua is seeking sealed bids for seasonal lawn care services at the following Town parks:

**Blue Heron Park:** approximately 20 acres located at the corner of Firehall Road and Parkside Drive. This park includes a nine-hole disc golf course, walking trail, pond, and picnic area.

**Leonard R. Pierce Park:** approximately 7 acres located on Goodale Road in the Hamlet of Cheshire. This park includes a soccer field, softball field, playground, and picnic area.

**Richard P. Outhouse Memorial Park:** Approximately 34 acres located on Outhouse Road between Buffalo Street Extension and County Road 30. This park includes a large playing field, a walking trail, playground, pavilions, enclosed hall, and picnic areas.

## **Contract Requirements:**

1. Required maintenance includes grass mowing and trimming at a frequency necessary to maintain a grass height of no more than 3 inches.
2. Contract period from mid-April 2017 to the end of September 2017.
3. Agree to sign the Town's Independent Contractor Supplemental Terms and Conditions upon award of the bid and prior to the start of work. (see Attachment #2)

## **Required Bid Information:** The bid shall include:

1. The total cost for the season as well as a per week cost for each park;
2. Professional references;
3. A list of equipment to complete the work;
4. The number of employees your company employs;
5. A current copy of the company's Certificate of Liability Insurance and Worker's Compensation Insurance Certificate;
6. The envelope shall note the name and address of the company submitting the bid; and
7. A signed Non-Collusive Bidding Statement (see attachment #1)

Sealed bids are to be submitted to Town Clerk Jean Chrisman on / before 12:00 pm on Friday, March 17, 2017, at which time they will be opened. The bids shall be submitted to:

Jean Chrisman, Town Clerk  
Town of Canandaigua  
5440 Route 5 & 20 West  
Canandaigua NY 14424

Questions regarding the parks and the services requested in this bid can be answered by Dennis Brewer, Director of Parks and Recreation, by contacting him at (585) 755-7212 or via email at [dbrewer@townofcanandaigua.org](mailto:dbrewer@townofcanandaigua.org).

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid each bidder and each person on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE AND FAX: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## **INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS**

These Supplemental Terms and Conditions (“Terms and Conditions”) are required to be incorporated into any agreement between the Town of Canandaigua (“Town”) and any Independent Contractor (“IC”) providing services and/or work to the Town (collectively, “Services”). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

### 1. Payment Terms

- A. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- B. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

### 2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, “Work Product”), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

### 3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

4. Absence of Conflicts of Interest

IC agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at is sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua

Independent Contractor

Canandaigua Town Clerk  
Canandaigua Town Hall  
5440 Routes 5 & 20 West  
Canandaigua NY 14424

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, (“Liability Insurance”), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

\_\_\_\_\_ Liability Insurance requirement waived (Consent from the Town’s insurance carrier must be obtained prior to granting a waiver absent an emergency).

\_\_\_\_\_ Modification of limit amount to \$\_\_\_\_\_ (Consent from the Town’s insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker’s Compensation Coverage.

Dated: \_\_\_\_\_

Independent Contractor  
By: \_\_\_\_\_  
Authorized Agent