

Lackawanna Municipal Housing Authority

Mowing and Landscape Maintenance

Recreational and Public Property Areas

The contractor will comply with all the requirements and provisions of the “Mowing and Landscape Maintenance General Contract Provisions.”

Scope of the Work:

Lawn cutting on all areas listed (attached) including weed whacking all around the parcels, buildings and under playground equipment, fences, etc.

Removal of grass clippings from areas other than lawns.

Remove and dispose of litter, paper, debris, deadwood and wastes from all lawn areas.

Work will be required once per week and contractor will be paid a lump sum for each visit. If a second cut is needed it will be requested by the Lackawanna Municipal Housing Authority.

Property acquired by the Authority that is not on the attached list that needs to be maintained will be paid at a rate equal to a similar sized parcel already bid/awarded.

Grass cutting will tentatively begin the week of April 21st, 2025.

Grass cutting will tentatively end the last week of October 2025, with the LMHA option to extend based on the weather, with a 14 day notice to the contractor.

If there are any questions, or if you would like a walk through, please call Brandon Falbo at 716-823-2551.

All bids are due by 3:30PM on Tuesday, April 8th, 2025. They must be dropped off or mailed to:

Mark Kuwik
135 Odell Street
Lackawanna, NY 14218
Attn: Grass Cutting Package

Lackawanna Municipal Hosing Authority

Mowing & Landscape Maintenance General Contract Provisions

1. Definitions:

(a.) the “Work” The words the “the work” as used herein shall be interpreted to mean the work, including all labor, material, equipment, tools and all appliances and appurtenances necessary to perform and complete everything specified in this contract, in full compliance with all terms and conditions hereof.

(b.) the “Authority” The words “the Authority” as used herein shall be interpreted to mean the Lackawanna Municipal Housing Authority, or persons employed by or representing the Lackawanna Municipal Housing Authority in connection with the work done by the Contractor.

(c.) the “Contractor” The words “the contractor” as used herein shall be interpreted to mean the mowing and landscape maintenance individual, company, partnership or corporation performing the work.

2. **Insurance Conditions:** The contractor shall satisfy every condition of the Insurance Conditions Agreement, incorporated herein, before beginning any work for the Authority. This contract shall be null and void if such Insurance Conditions are not signed by the Contractor. The Lackawanna Municipal Housing Authority will not be responsible for any loss or damage to the work or any property of the Contractor.
3. **Manner of Completing the Work:** All work shall be done in good, sound and workmanlike manner. The contractor shall provide enough manpower and equipment to adequately meet the needs of each service center and to complete the work in a timely manner. The Lackawanna Municipal Housing Authority will require the grass to be cut once per week, if a second cut is needed the Lackawanna Municipal Housing Authority will contact the contractor for an additional cut.
4. **Safety:** In addition to any other safety requirements contained herein, the Contractor shall perform the work in a safe manner and provide any necessary warning devices to accommodate pedestrian and vehicular traffic.
5. **Contractor Contact Person:** The Contractor shall assign a contact person to facilitate communication and to expedite the work. Such contact person shall accept customer complaints and coordinate action to the satisfaction of all parties concerned.
6. **Compliance with Laws:** The Contractor shall perform all work in compliance with all local, stated, federal and environmental Laws. Any application of pesticides, fertilizers and the like shall be done in the required manner and procedures. It is the responsibility of the Contractor to familiarize himself and comply with such laws, conditions and specifications.
7. **Record Keeping:** The Contractor shall maintain such records at this business office and substantiate purchases of materials which meet the required standards. These records may be periodically examined by representatives of the Authority.

8. **Inspection:** Representatives of the Authority may visit and inspect the work at all times during its progress. Any unsatisfactory work shall be corrected by the Contractor to the satisfaction of the Authority. Payment may be withheld until the Authority is satisfied.
9. **Assignment of Contract:** The Contractor shall not assign this contract or any part hereof without the written consent of the Authority. No assignment of this contract shall be valid unless it contains a provision that the funds to be paid the Assignee under the assignment are subject to prior lien for services rendered for performances of the work called for in said contract in favor of all persons, firms or corporations, rendering such services.
10. **Interpretation:** It is agreed between the parties hereto that the interpretation and enforcement of this agreement shall be in conformity with the Laws of the State.
11. **Personal Protective Wear:** The Contractor's employees, as well as any subcontractor employees, shall comply with all the conditions of the Authority as they pertain to safety and personal protective equipment. Long pants and shirts are required at all times (sleeveless shirts and tank tops are not permitted).
12. **Prices and Bid Items:** The Contractor will submit prices for the work as required on the Bid Price Quotation Sheets for each numbered area. The quotation sheets shall be filled out completely and signed by the contractor's designated person of authority.
13. **Contract Duration:** Contracts will be in effect for the 2025 season.
14. **Termination of the Contractor:** The Authority reserves the right to terminate the contract at any time.
15. **Component Parts of this Contract:** This contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.
 - (a) The General Conditions
 - (b) The Insurance Conditions
 - (c) Bid Price Quotation Sheets
16. **Renewal Options:** This contract is initially executed for services pertaining to 2025 only. The LMHA shall retain the right to renew this contract, at the LMHA's option, for the one additional years remaining named in the quote packet that the LMHA received pricing for. If the LMHA chooses to renew the contract the LMHA will give notice to the contractor no later than 30 days before the new season begins.

Description/Location

Bid Price (\$)

Baker Homes:

Block 1: Holbrook-Steelawanna-Odell-Wilmuth

Block 2: Odell-Steelawanna-Olcott-Wilmuth

Block 3: Olcott-Steelawanna-Wilson-Wilmuth

Main Office Lot and Baker Homes Playground

Glover Gardens

Parkview Towers

Renewal Options:

(1) 2026 Season

_____ **% Change**

(2) 2027 Season

_____ **% Change**

(3) 2028 Season

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_____ **% Change**

(4) 2029 Season

_____ **% Change**

Contractor (Name of Company)

LMHA

Name of Person

Title

Name of Person

Title

Signature

Signature

Date

Date

STANDARD INSURANCE PROVISIONS FOR MOWING AND LANDSCAPING MAINTENANCE CONTRACTORS

The Contractor shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to the Lackawanna Municipal Housing Authority. Contractor shall maintain this insurance at all time during performance of this contract. In addition, if insurance is written on a “claims-made” basis, such insurance shall be maintained by Contractor for a minimum period of three years after the completion of the contract. Contractor may elect to extend the discovery period under the existing policy for not less than three years.

Contractor shall require all subcontractors to the extent such are permitted, to furnish insurance listed below. Subcontractors shall maintain this insurance at all times during the performance of subcontractors' services. In addition, if insurance is written on a “claims-made” basis, such insurance shall be maintained by subcontractors for a minimum period of three years after the completion of their services. Subcontractors may elect to extend the discovery period under the existing policy for not less than three years.

Contractor shall have the Lackawanna Municipal Housing Authority named as an additional insured under the insurance policies required below.

Insurance Required (Please refer to the vendor limit guidelines)

Workers' Compensation and Employers Liability Insurance -

Contractor or subcontractor, shall maintain Worker's Compensation and Employer's Liability Insurance of the state in which the services are to be performed.

(a) A Contractor or subcontractor that is a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that is such self-insurer in lieu of submitting proof of insurance.

(b) Contractor shall determine if the work to be performed under this contract requires coverage by and Federal Compensation statutes including, but not limited to, the Longshoremen's and Harbor Workers' Compensation Act or Jones Act and provide such coverage.

(c) The Commercial Umbrella and/or Employers' Liability limits must be in an amount not less than for each accident included in the workers' compensation policy or separately obtained in those states that do not provide employer liability under the workers' compensation policy.

Commercial General and Umbrella Liability Insurance – Commercial general and umbrella liability insurance with a limit of not less than **\$1,000,000** each occurrence.

Business Automobile and Commercial Liability Insurance – Business automobile and commercial liability insurance with a limit of not less than **\$1,000,000** each occurrence.