

**BOARD OF PUBLIC WORKS OF THE CITY OF LEWES  
LAWN & LANDSCAPE MAINTENANCE CONTRACT SPECIFICATIONS**

**I. General Description**

The contracted services included in this contract shall cover lawn and landscape maintenance as described below for the property/assets under City of Lewes and Lewes Board of Public Works (Lewes BPW) control and identified in Section IV.

**II. Specifications**

The following specifications apply to all areas specified in Section IV, except as further stated in Section IV.

**A. Mowing, Edging, Trimming, Weeding, and Pruning**

1. All grass areas shall be policed for trash and debris before each mowing operation and all trash, sticks, and other debris removed. Grass areas shall be mown once every 7 to 10 days from April 1 through November 30. Grass shall be mown with a reel or rotary mower. Mower blades shall be sharp at all times to provide a high-quality cut and minimize disease. Grass height shall be between 2 ½ and 3 inches. In the case of fungal disease outbreaks, clippings shall be collected until the disease is controlled. Mowers are to be operated in such a way that clippings are not blown into any mulched area.
2. All hard surface areas such as, but not limited to, walkways, sidewalks parking lots and courtyards within and adjacent to Lewes BPW property shall be blown clear of grass clippings and leaf debris after each grass cutting.
3. All hard-surfaced areas including trails, sidewalks, parking lots, driveways and other surfaced areas bordered by grass are to be edged with a mechanical monofilament string trimmer every other mowing. Grass adjacent to gravel walkways, stone curbing, buildings, mulched beds, etc., shall be trimmed with a monofilament string trimmer after each mowing. Grass around sprinkler heads shall be trimmed so as not to interfere with output of water. Monofilament string trimmers shall not be used immediately adjacent to trees and shrubs where injury to the bark could occur. The contractor shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.
4. All shrubbery shall be hand pruned every year as required. All flowering shrubbery shall be pruned after bloom. Pruning does not include special rejuvenation work or the repair of shrubbery that was improperly sheared in the past. Ground covers shall be trimmed or pruned as needed to keep them within their allotted boundaries. Ornamental grasses and other perennials along walkways shall be cut back as necessary during the growing season to keep them from encroaching on walkways. Ornamental grasses shall also be sufficiently cut back around shrubs to allow the shrubs to grow and develop in a natural form. All plantings shall be pruned to a height of approximately 24 inches. A general perennial cut-back shall occur in the early spring. All pruning shall be done in accordance with generally accepted landscape standards.
5. Clippings will not be blown into the street or into the storm drains.

## **B. Insect/Pest and Disease Control:**

1. The contractor shall inspect lawn areas during each visit for indication of pest problems and advise the Lewes BPW immediately of such problems. Upon confirmation of a specific problem requiring treatment, the contractor shall make a recommendation to the Lewes BPW for treatment and provide an estimated cost. Upon approval by the Lewes BPW, the treatment shall be implemented. Pesticides shall be applied as needed on a spot treatment basis.
2. Records shall be kept by the contractor on pests identified and treatments rendered for control.
3. All pest control services are in addition to the basic contract price. The amount charged shall be on a per occurrence (job) basis and be based upon materials and labor costs. The cost must be agreed upon by the Lewes BPW prior to such services being rendered.
4. Pesticide applications shall be made in accordance with State and Federal rules and regulations governing the use of pesticides.
5. All spraying of pesticides shall be performed prior to 10:30 am and at temperatures below 80 degrees Fahrenheit. Warning flags are to be posted notifying the public of the application.
6. All pest control materials shall be recommended for sites adjacent to aquatic environments.
7. Insect and disease control is to be an ongoing monitoring process and performed through an Integrated Pest Management (IPM) program using the least toxic methods first, up to, and including pesticides. Insect and disease occurrences shall be brought to the attention of the Lewes BPW General Manager or Assistant General Manager with a recommended plan for treatment by the contractor.

## **C. Herbicide and Weed Control:**

1. Herbicide applications shall be made in accordance with State and Federal rules and regulations governing their use.
2. All herbicides and weed controls shall be recommended and suitable for sites adjacent to aquatic environments.
3. All walkways, gravel parking lots, entrances, curbs, and pavements shall be kept free of weeds by manual removal or by spraying, as needed.

## **D. Mulching:**

1. Bed mulching shall be performed once in the spring and once in the fall after cleanup/pruning/cut back of grasses at shrubbery sites.
2. Prior to mulching, all shrubbery beds are to be spade or edger cut to a 2-inch depth to create a defined edge. All excess soil and vegetation matter shall be removed. Do not edge to within 3 inches of the base of a shrub. All areas to receive mulch shall be weeded and cleaned.
3. All mulched beds shall be replenished with double-shredded hardwood mulch. Mulch to a depth never exceeding 2 inches. Mulch from prior applications shall be removed or loosened and incorporated into the new mulch. Do not apply mulch to within 3 inches of the trunk of each shrub. The mulch shall never cover the root flare.

## **III. Miscellaneous Maintenance and Inspection:**

- A. During the height of the season (April-November) conduct a general cleanup and manual weed removal of all shrubbery beds at least every two weeks. Conduct a general cleanup and manual weed removal of all shrubbery beds once during December-March.
- B. Inspect shrubs for pests and disease during each visit for indication of pest problems and advise the Lewes BPW immediately of such problems. Upon confirmation of a specific problem requiring treatment, the contractor shall make a recommendation to the Lewes BPW for treatment and provide an estimate cost. Upon approval by the Lewes BPW, the treatment shall be implemented. Pesticides shall be applied as needed on a spot treatment basis.
- C. If determined by the Lewes BPW, the contractor shall provide a fertilization schedule and cost estimate for such service.

## **IV. Specific Site Maintenance Requirements:**

Listed below are Lewes BPW properties/assets covered under the Lawn and Landscape Maintenance Contract. Regular maintenance is expected in accordance with Sections II and III specifications. Some locations may have additional specifications related to that site. The sites with specifications in addition to Sections II and III will be listed below (see attached exhibits). **The contractor shall meet with the Lewes BPW's administration prior to each season to review maintenance for the coming year.**

- A. BPW Pump Station #4 – 101 Gills Neck Road – corner of Savannah Road & Gills Neck Road
- B. Howard Seymour Water Reclamation Facility – 116 American Legion Road
- C. American Legion Road Laydown Area – across from Howard Seymour Water Reclamation Facility
- D. BPW Pump Station #8 – Savannah Road & American Legion Road
- E. Easement Area – Cedar Street Extended to Alaska Avenue
- F. Easement Area – East Market Street to Clayton Avenue
  - a. Every 3 weeks or as needed.
- G. BPW Municipal Complex – 216 & 225 Schley Avenue
- H. Water Tower – 129 Schley Avenue
  - a. Mulch used for the Schley Avenue frontage.
- I. Gills Neck Road Open Space – directly across from the end of Schley Avenue
- J. C. Wendell Alfred Water Treatment Plant – 33464 Wellfield Lane
  - a. Mulch used for the Kings Highway frontage and sign area.
- K. Stormwater Collection Ditch – Great Marsh Park
- L. Utility Pole Line – New Road to Great Marsh Circle in Great Marsh Park

**V. Contractor Qualifications:**

- A. The Contractor shall provide evidence and work-related references of other accounts of similar size and scope that show contractor experience and financial ability to properly perform the contract as assigned. This information is to include but not limited to name of organization/ municipality, contact person, length and term of contract and brief scope of contract (lawn/landscaping) Contractor will also list the number of active accounts they currently hold of similar size and scope.
- B. The Contractor shall have adequate operational resources and personnel to successfully fulfill all contract requirements of the Lewes BPW.
- C. The Contractor's Project Manager must have experience in horticultural/lawn/landscape care. The Contractor must have personnel certified in the use of herbicides and pesticides. A copy of the certification must be submitted with the bid.
- D. The Contractor shall give personal attention to the faithful performance of the contract with the Lewes BPW.
- E. This contract shall not be assignable without the prior approval of the Lewes BPW. No subcontractors shall be permitted without the prior approval of the Lewes BPW.
- F. The Contractor shall employ only competent individuals. Whenever, in the opinion of the Lewes BPW, any employee is careless or incompetent, obstructs the progress of work or conducts oneself improperly, the Contractor shall, upon request from the Lewes BPW, discharge the employee from the work and shall not again employ said person on the contract or any other contract with the Lewes BPW, except with written consent of the Lewes BPW.
- G. The Contractor must adhere to all Federal, State, or local laws, regulations and/or ordinances.
- H. Contractor will submit a list of proposed herbicides and pesticides to be used in Lewes BPW properties, easements, etc. The list will contain aquatic friendly options and options for areas around children and animals including least toxic to non-toxic options. Contractor will also submit certification and licensing for use of the proposed herbicides and pesticides where required.
- I. Contractor shall obtain a City of Lewes Business License.

**VI. Bid Requirements:**

- A. Bidders may ask questions for clarification regarding property locations, specifications, etc. All questions and answers will be posted on the Lewes BPW website with the RFP. Questions can be emailed to [rdavis@lewesbpwde.gov](mailto:rdavis@lewesbpwde.gov) or [acalaman@lewesbpwde.gov](mailto:acalaman@lewesbpwde.gov) and answers will be posted on the Lewes BPW website with the RFP.
- B. Sealed bids will be accepted at the Lewes BPW 107, Franklin Avenue, Lewes, DE until **2:00 p.m. on Friday, March 17, 2023**, at which time they will be opened and read aloud. Bids are to be expressed in US dollars for the work specified for the following 3-year period:

FY2023: April 1, 2023 – November 30, 2023  
FY2024: April 1, 2024 – November 30, 2024  
FY2025: April 1, 2025 – November 30, 2025

The contract may be extended for up to 2-additional years subject to terms and conditions mutually agreed upon by the Contractor and the Lewes BPW.

- C. **BIDS MUST BE SUBMITTED ON THE ATTACHED FORM.** The bids, contingent bid items, contractor qualifications, and supporting documentations are to be sent in a sealed envelope addressed to the Lewes BPW, 107 Franklin Ave, Lewes, DE 19958 or hand delivered to Lewes BPW located at 107 Franklin Ave, Lewes, DE. The outside of the envelope should be marked as follows:

**"PROPOSAL FOR LAWN MAINTENANCE AND LANDSCAPE MAINTENANCE"**

**VII. Contract Security; Insurance:**

- A. At all times during the term of the contract or during any extension of the contract, the Contractor shall maintain insurance coverage at no less than the amounts listed below:

**1. Commercial General Liability:**

- a) \$1,000,000 each occurrence/\$2,000,000 annual aggregate for bodily injury including death and property damage.

**2. Automobile Liability:**

- a) \$1,000,000 combined single limit bodily injury and property damage.
- b) Lewes BPW shall be named as additional insured.

**3. Workers Compensation:**

- a) Coverage A - Delaware Statutory
- b) Coverage B - Employers Liability
  - \$100,000 Bodily injury by accident each accident
  - \$100,000 Bodily injury by disease each employee
  - \$500,000 Bodily injury by disease policy limit
- c) Waiver of subrogation in favor of the Lewes BPW

**4. Umbrella Liability**

- a) \$5,000,000 in excess of underlying limit of I, 2 and 3 above.

The Contractor shall provide to The Lewes BPW a certificate reflecting existence of the required insurance listed above.

The Contractor shall indemnify and hold harmless the Lewes BPW, its officers, employees, and agents from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to the Lawn & Landscape Maintenance contract. Annually, contractor will submit to the Lewes BPW a certificate of insurance showing the minimum criteria, as well as, **naming the Lewes BPW as an additional insured.** This paragraph is to be interpreted broadly. Without limiting the broad interpretation of this paragraph, damages shall include damages to Lewes BPW property caused by the Contractor, its officers, employees, agents, or equipment.

The Contractor shall have notices of insurance cancellation sent directly to the Lewes BPW, Attn: General Manager, 107 Franklin Avenue, Lewes DE 19958.

**VIII. Billing & Payment:**

The Contractor shall submit to the Lewes BPW, C/O Accounts Payable, a monthly invoice. The Lewes BPW shall pay the Contractor within 30-days of receipt of the invoice. As mutually agreed by the Lewes BPW and the Contractor, monthly payment for the services will be billed as work is being performed, with no billings December through March.

**IX. Termination by the BPW without Cause:**

- A. Notwithstanding any other provision of this Agreement, the Lewes BPW shall have the right at any time to terminate this Agreement in its entirety without cause if such termination is deemed by the Lewes BPW to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the Contractor of the Lewes BPW's intent to terminate.
- B. In the event this Agreement is terminated, the Lewes BPW shall identify any specific work to be continued to completion pursuant to the provisions of this Agreement.
- C. This Agreement will remain in full force and effect as to all authorized work that is to be continued to completion.

**X. Communications:**

The Contractor shall immediately inform the Lewes BPW General Manager and Assistant General Manager of any issues or concerns. The Contractor shall return all phone calls and/or emails from the Lewes BPW within 24 hours. All invoices, estimates, or new landscape/lawn plans must go to the Lewes BPW, C/O Finance Manager, for approval.



**LEWES BPW**  
**CY 2023 – CY 2025 / FY 2024 – 2026**  
**LAWN & LANDSCAPE MAINTENANCE CONTRACT SPECIFICATIONS**  
**BID FORM**

Complete this form to bid the Lawn and Landscape Maintenance Contract. The Yearly Bid Amount dollar value must represent the comprehensive, all-inclusive cost of service covering all known and unknown expenses, including but not limited to the scope as described in Section II Specifications. Contracts will be awarded for the full three years period. The award will be based on both YEARLY BASED BID price and the contractor's experience and qualifications. The Lewes BPW, at its discretion, may award multiple contractors for contingent Items or one contractor for the full project.

I. Bidder Information:

Company Name: \_\_\_\_\_

Company Entity: LLC \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address: \_\_\_\_\_

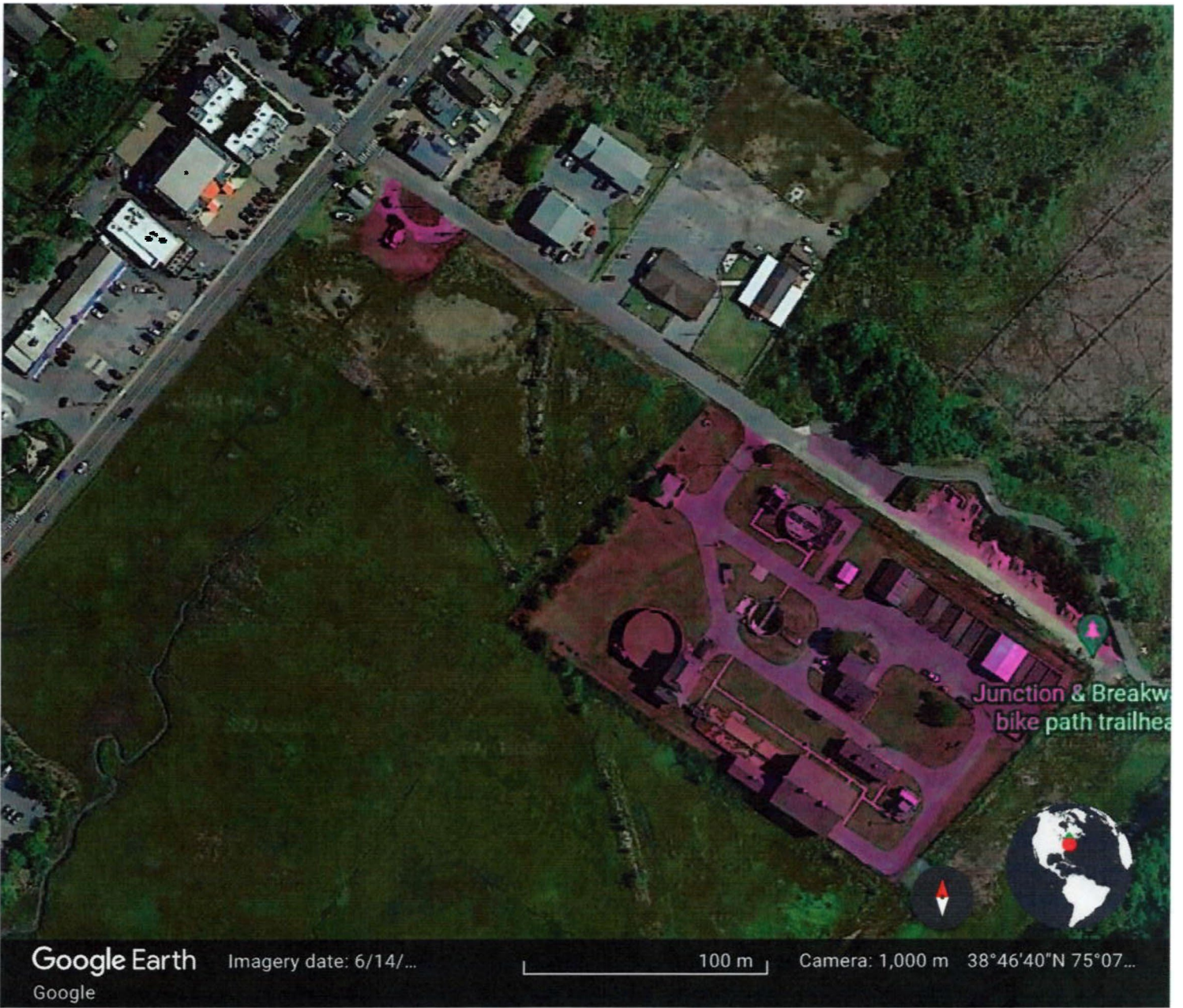
II. Annual Bid Amount:

<b>FISCAL YEAR</b>	<b>YEARLY BID AMOUNT</b>
April 1, 2023 – March 31, 2024	
April 1, 2024 – March 31, 2025	
April 1, 2025 – March 31, 2026	
<b>TOTAL 3 YEAR BID AMOUNT</b>	

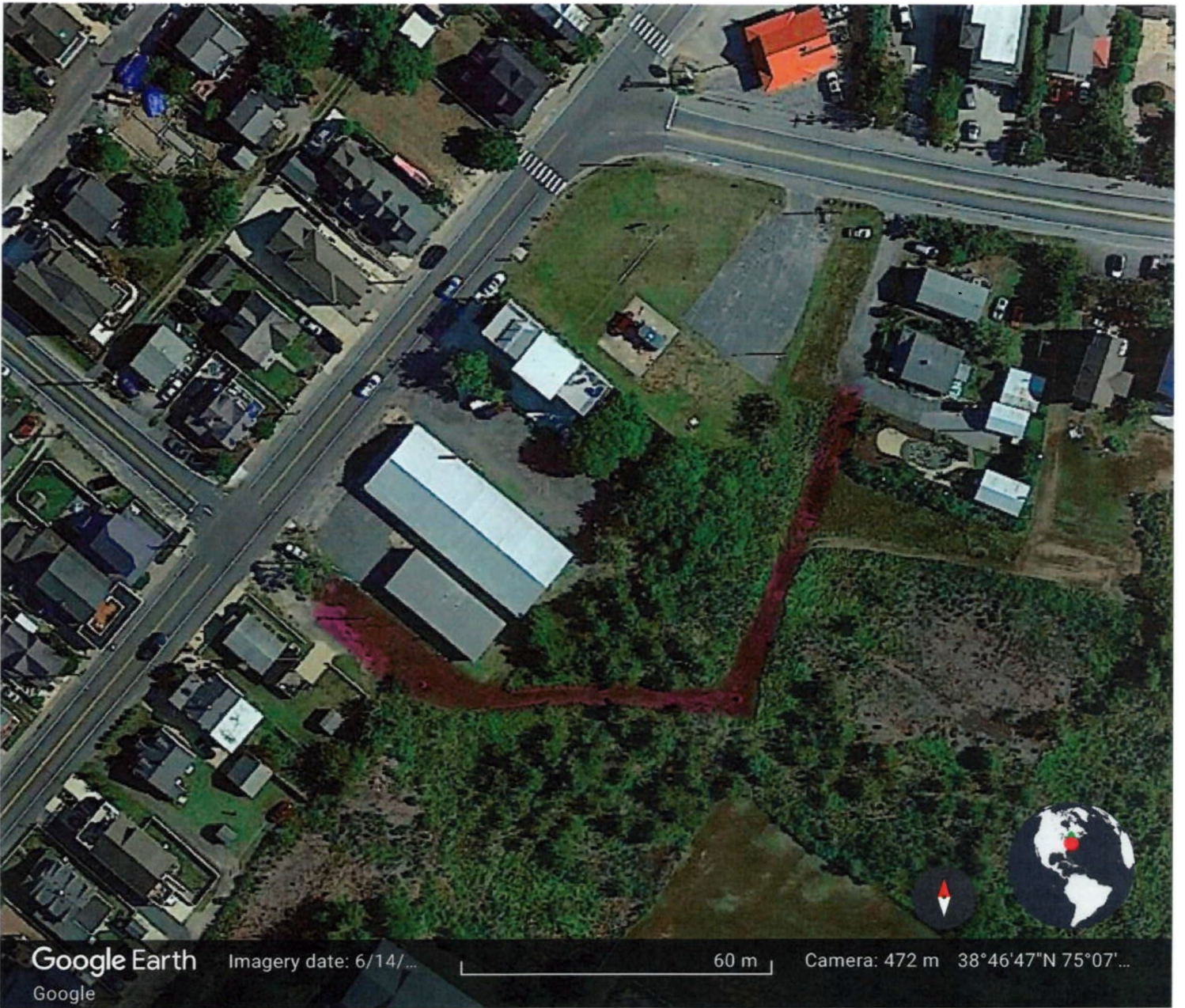


A- Pump Station 4

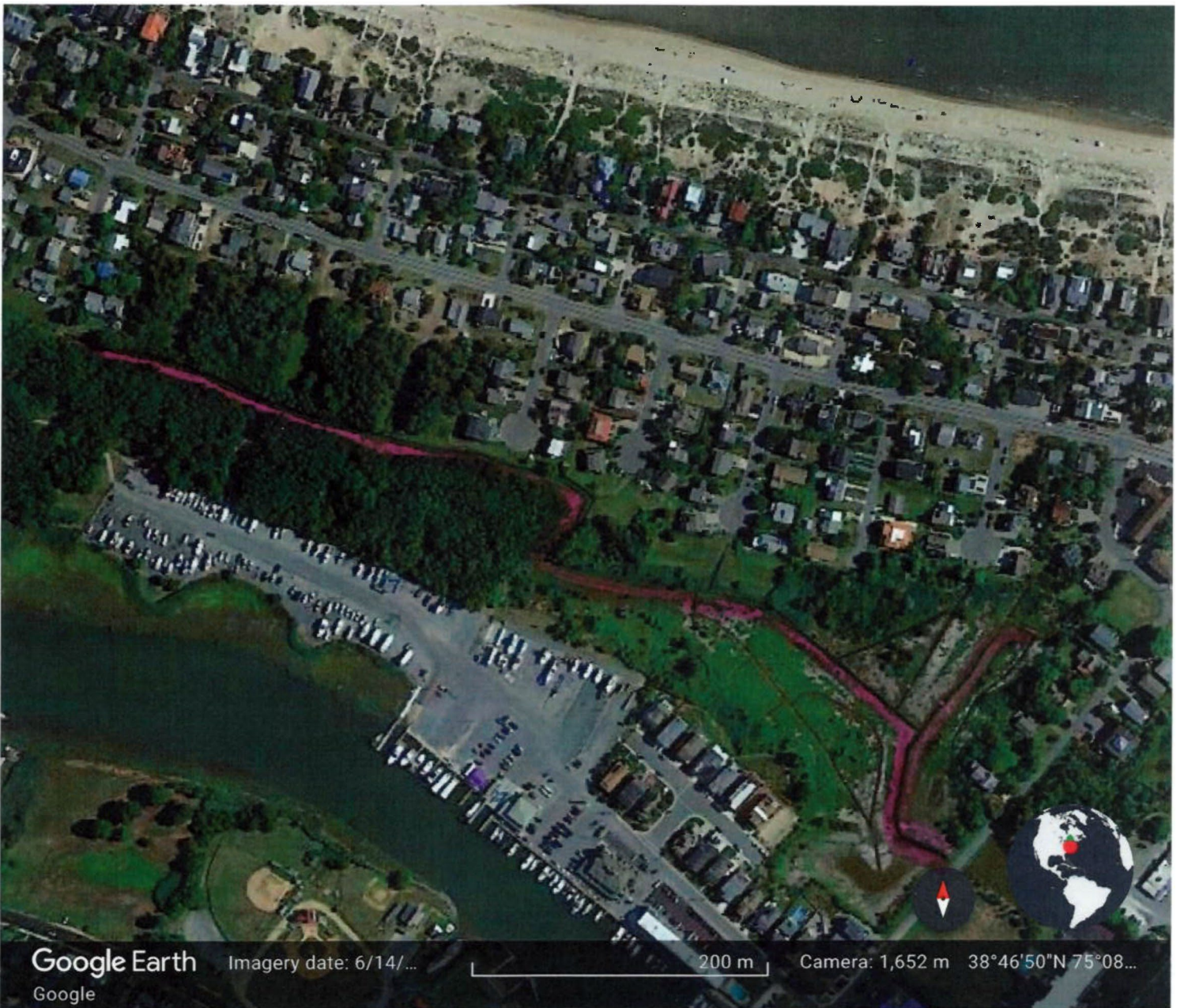




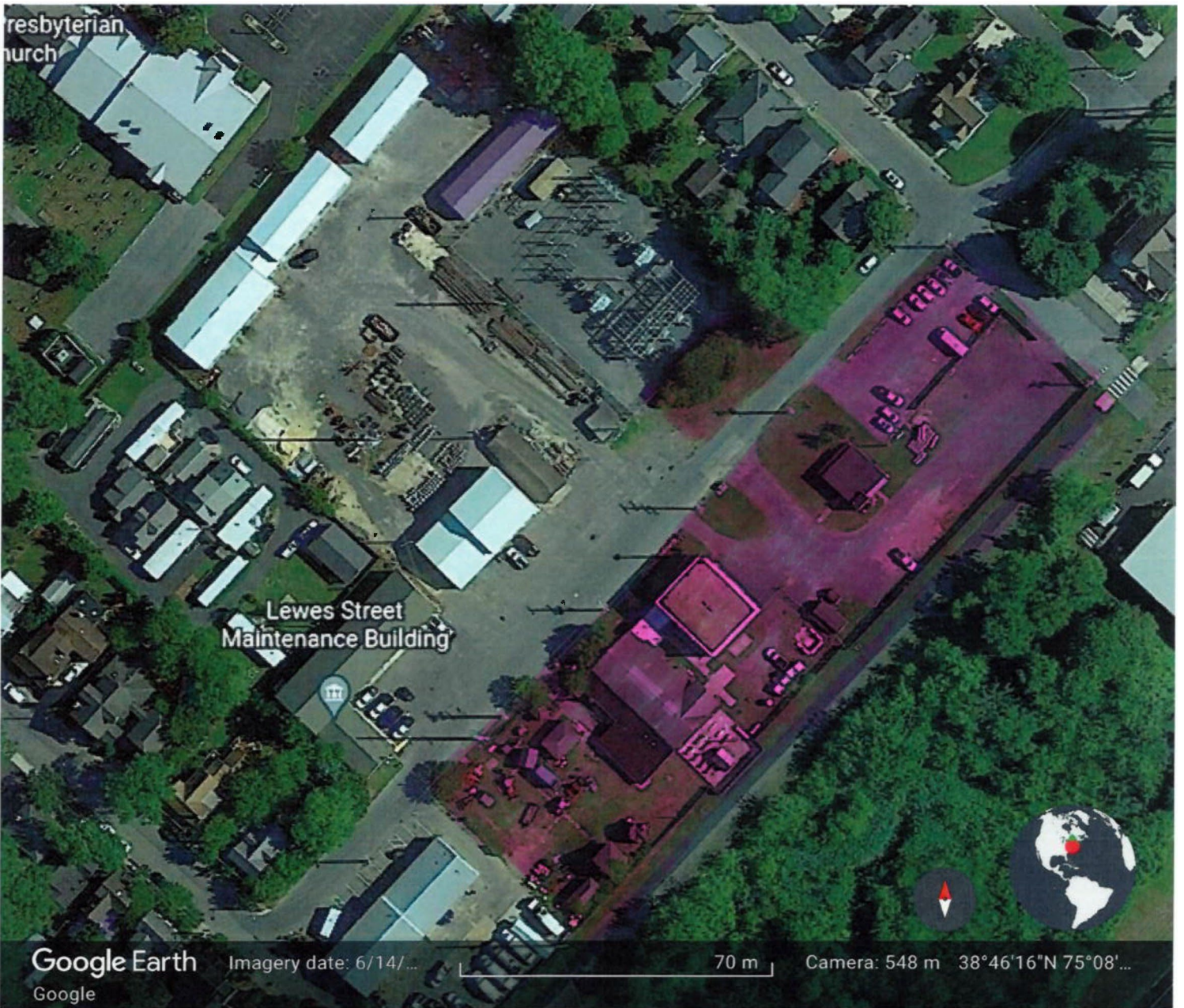
B- Howard Seymour Water Reclamation Facility  
C- American Legion Road Laydown Area  
D- Pump Station #8



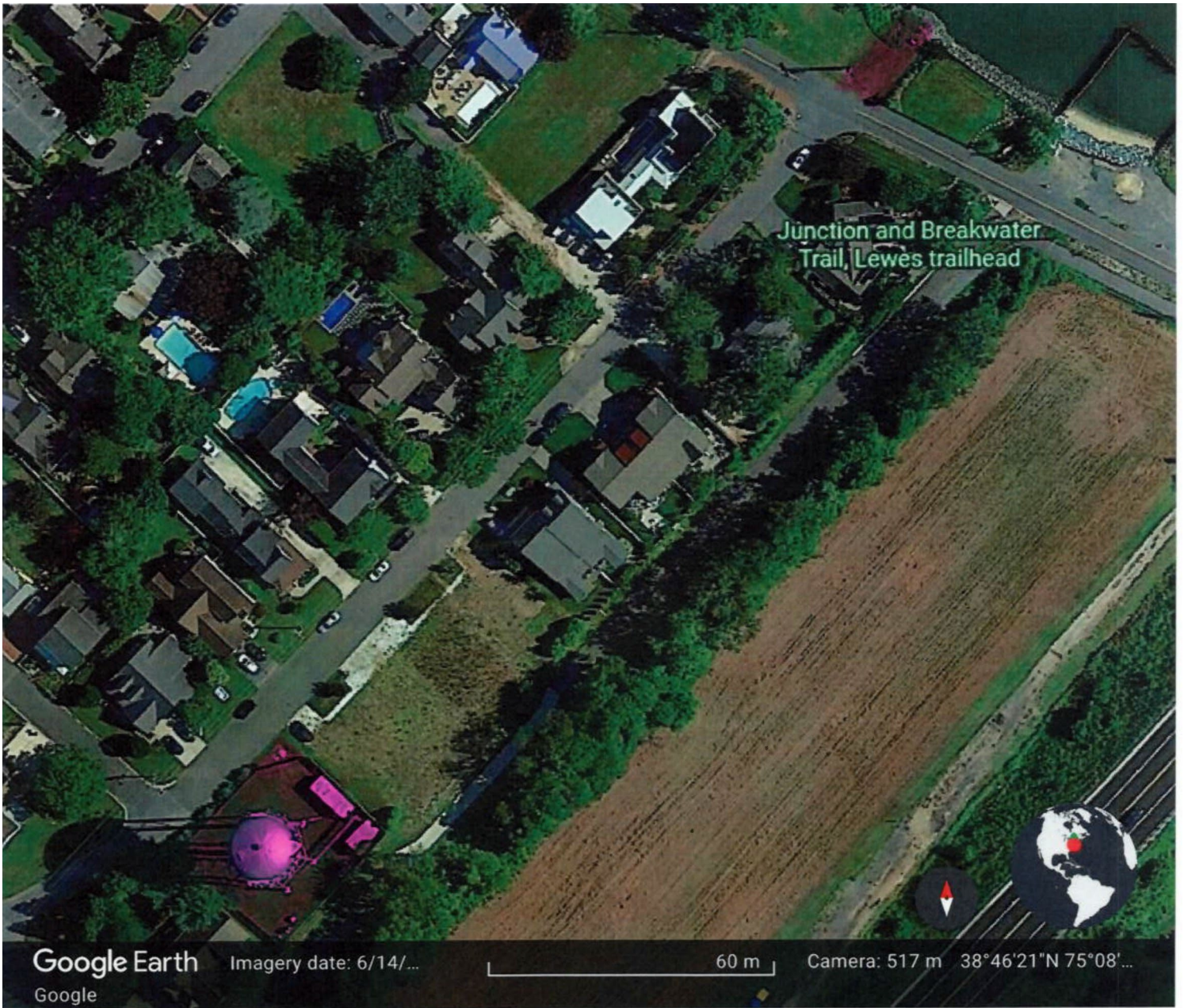
E- Cedar St to Alaska Ave



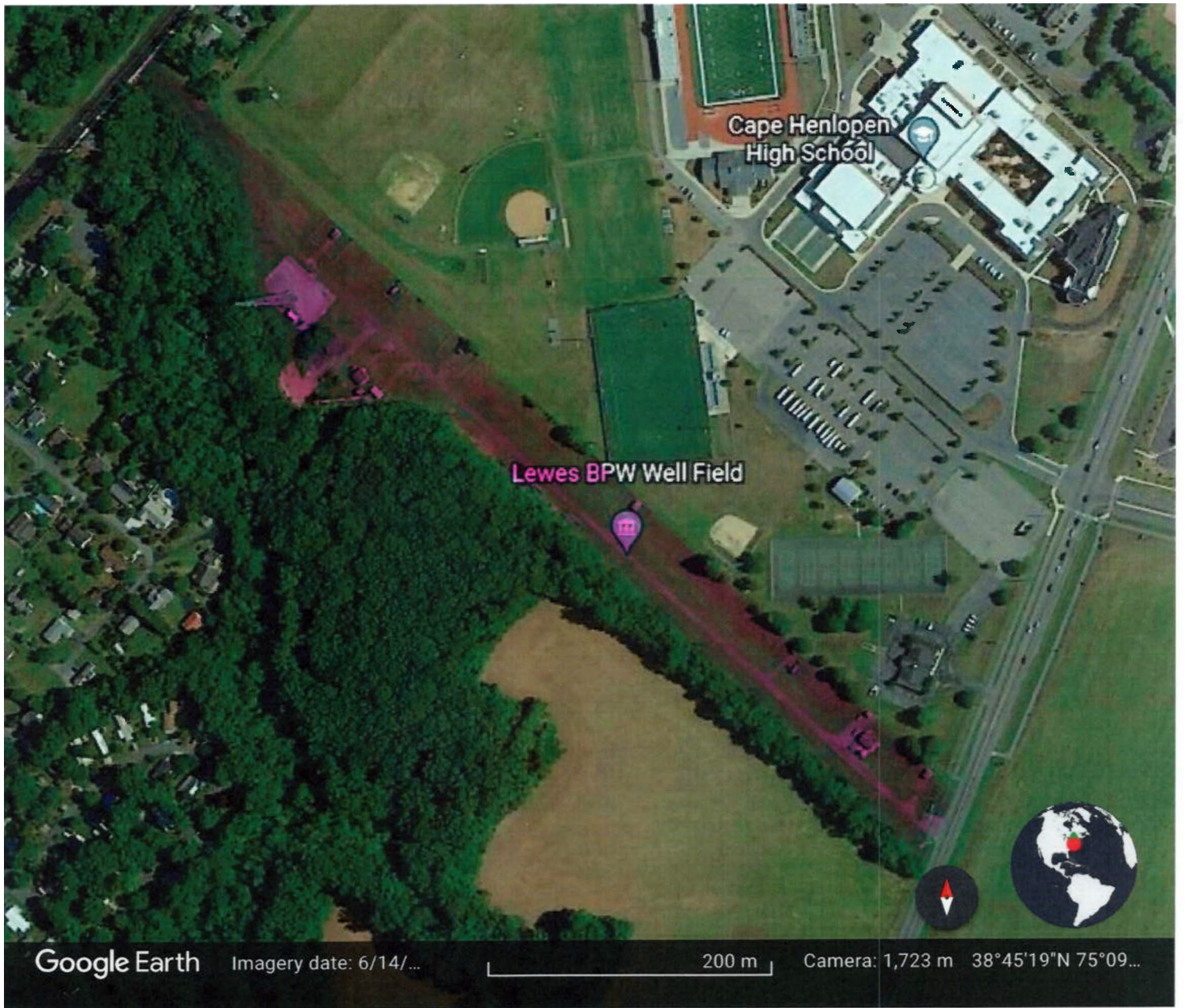
F- East Market St to Clayton Ave



G- BPW Municipal Complex



H- Water Tower  
I- Gills Neck Road Open Space



J- C. Wendell Alfred Water Treatment Plant



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