

CONTRACT AWARD**CK09MERCER2022-01 LAWN MAINTENANCE SERVICES FOR THE MERCER COUNTY LIBRARY SYSTEM AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO YEARS****CONTRACT TERM: APRIL 25,2022-APRIL 24,2024**

| RESOLUTION # | 2022-385 |
|---|--|
| NAME OF BIDDER | GREENLEAF LANDSCAPE SYSTEMS & SERVICES, INC. |
| ADDRESS | 276 PINE BROOK ROAD |
| CITY, STATE, ZIP | EATONTOWN, NJ 07724 |
| CONTACT | SCOTT LAWRENCE |
| TELEPHONE | 732 935 1010 |
| FAX | 732 935 1212 |
| E-MAIL | GREENLEAFMAIL@AOL.COM |
| REFERENCES | INCLUDED |
| NJ DEP COMMERCIAL PESTICIDE BUSINESS APPLICATOR LICENSE | 96888A EXPIRES 10.31.22 |
| NJ DEP COMMERCIAL PESTICIDE APPLICATOR LICENSE | 28691B EXPIRES 10.31.22 |
| EXTEND BEYOND 60 DAYS | YES |
| GRAND TOTAL | \$55,420.00 |
| EXCEPTIONS | NONE |
| FATAL FLAW | NO |

**CK09MERCER2022-01 LAWN MAINTENANCE SERVICES FOR THE MERCER COUNTY LIBRARY SYSTEM AND THE
MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM**

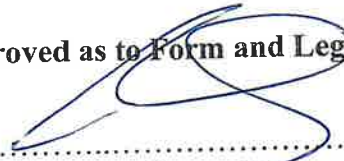
MERCER COUNTY LIBRARY SYSTEM

**SERVICES TO BE PROVIDED AT THE LIBRARY SYSTEM AS PER THE SPECIFICATIONS: LAWN CUTTING SERVICES,
PRUNING AND TRIMMING OF TREES AND SHRUBS, PESTICIDE AND HERBICIDE CONTROL, AND FERTILIZATION.
REFER TO THE BID SPECIFICATION PAGES 13 - 16 FOR FREQUENCY OF SERVICES.**

| | | GREENLEAF LANDSCAPE | |
|--|---------------------|------------------------------------|------------------------------------|
| DESCRIPTION AND LOCATION | NUMBER OF SF | TOTAL COST FOR YEAR ONE | TOTAL COST FOR YEAR TWO |
| Lawrence Branch | 75,580 | \$ 4,380.00 | \$ 4,380.00 |
| Ewing Branch | 48,797 | \$ 4,770.00 | \$ 4,770.00 |
| Hopewell Branch | 49,999 | \$ 4,380.00 | \$ 4,380.00 |
| Twin Rivers Branch | 10,463 | \$ 1,900.00 | \$ 1,900.00 |
| Hickory Corner Branch | 34,473 | \$ 3,210.00 | \$ 3,210.00 |
| West Windsor Branch | 215,425 | \$ 6,070.00 | \$ 6,070.00 |
| TOTAL COST YEAR ONE AND TWO | | \$ 24,710.00 | \$ 24,710.00 |
| GRAND TOTAL COST FOR YEAR ONE AND TWO | | \$ 49,420.00 | |
| HOURLY RATE PER WORKER FOR ADDITIONAL WORK FOR THE COUNTY OF MERCER AND | | | |
| 10% MARKUP ON MATERIALS IS PERMITTED IN ADDITION TO THE COST PER HOUR | | HOURLY RATE | TOTAL COST |
| HOURLY RATE PER WORKER AT AN ESTIMATED 250 HOURS | | \$ 24.00 | \$ 6,000.00 |
| GRAND TOTAL COST | | \$ 55,420.00 | |

Approved as to Form and Legality

Date



 County Counsel

April 28, 2022

AWARD OF BID RECEIVED MARCH 18, 2022 TO GREENLEAF LANDSCAPE SYSTEMS AND SERVICES INC., FOR LAWN MAINTENANCE SERVICES FOR THE MERCER COUNTY LIBRARY SYSTEM AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: APRIL 25,2022 THROUGH APRIL 24,2024. AMOUNT NOT TO EXCEED: \$55,420.00 WITH AN HOURLY RATE OF \$24.00 FOR ADDITIONAL WORK FOR THE COUNTY AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. (CK09MERCER2022-01)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for Lawn Maintenance Services for the Mercer County Library System and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years as authorized through Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, one (1) sealed bid was received on March 18,2022 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

.....
 Clerk to the Board

| RECORD OF VOTE | | | | | | | | | | | | | |
|---|-----|-----|------|------|------|------|---------------|-----|-----|------|------|------|------|
| COMMISSIONERS | Aye | Nay | N.V. | Abs. | Res. | Sec. | COMMISSIONERS | Aye | Nay | N.V. | Abs. | Res. | Sec. |
| Cimino | | | | X | | | Stokes | X | | | | | |
| Frisby | X | | | | ✓ | | Walter | X | | | | | |
| Koontz | X | | | | | ✓ | Melker | X | | | | | |
| McLaughlin | | | | X | | | | | | | | | |
| X—Indicates Vote Abs.—Absent N.V.—Not Voting Res.—Resolution Moved Sec.—Resolution Seconded | | | | | | | | | | | | | |

WHEREAS, the bid received from Greenleaf Landscape Systems and Services, Inc., 276 Pine Brook Road, Eatontown, NJ 07724, shall be awarded in the total amount not to exceed \$55,420.00, with an hourly rate of \$24.00 for additional work for the County of Mercer and the Mercer County Cooperative Contract Purchasing System, for a period of two (2) years from April 25, 2022 to April 24,2024; and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds, for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are contingent upon the inclusion in and adoption of the 2022, 2023, and 2024 Mercer County Budgets; and,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Library System and the Mercer County Purchasing Agent for further distribution.



.....
Clerk to the Board

**SPECIFICATIONS FOR BID FOR LAWN MAINTENANCE
SERVICES FOR THE MERCER COUNTY LIBRARY SYSTEM AND THE MERCER COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM**

INTENT

The County of Mercer solicits bids for lawn maintenance service including lawn cutting, pruning trees and shrubs, pesticide and herbicide control, application of mulch, and fertilization for the Mercer County Library System and the Mercer County Cooperative Contract Purchasing System.

ANNUAL COSTS AND ADDITIONAL SITES/COUNTY COOPERATIVE

Bidders shall provide a total yearly cost for the listed Library locations for the required services stated in the specifications and on the proposal page. Please note the contract shall be awarded for a period of twenty-four months. In the event that additional work is required or the Mercer County Cooperative Members require service, services will be paid by the hourly rate per worker. In the event that additional services are required, the awarded contractor shall bill at the rate referenced in the proposal page. Materials will be paid in accordance with a 10% markup above contractor's cost.

COOPERATIVE CONTRACT PURCHASING SYSTEM

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. With the approval of both Mercer County and the awarded vendors, contracting units located within the geographic boundary of Mercer County will resolute and award formal contracts through their governing body, subject to the following specifications, terms and conditions. Separate contracts and purchase orders shall be generated between each participating Cooperative Member and the successful vendors.

HERBICIDE AND PESTICIDE APPLICATION

The County of Mercer is committed to environmentally responsible management of their properties and continues to employ sound practices at all County owned property. While soliciting bids, the County mandates that all products comply with all Federal, State and local regulations.

PESTICIDE LICENSURE

All bidders shall be licensed in accordance with New Jersey Administrative Code Title 7, Chapter 30, Subchapters 1-13. Bidders shall submit copies of their Pesticide Applicator Business License and Certified Pesticide Applicator License.

COMMERCIAL APPLICATOR DESCRIPTION

Bidders shall comply with the Licensure requirement for any person applying pesticides for non-agricultural purposes, any person who uses, or supervises the use, of pesticides on a "for hire" basis. Examples of commercial applicators are those who work for exterminators; landscapers; tree services; aerial applicators; weed control firms performing pest control work. The definition of a Pesticide Applicator Business is a business (or person) who, either wholly or in part, holds himself out for hire to apply pesticides. Examples are landscapers and tree services.

The Pesticide Applicator Business License is required in addition to a Certified Pesticide Applicator license.

PREVAILING WAGE ACT

The application of Prevailing Wage rates does not apply to lawn maintenance or any services required in this specification. Refer to frequently asked questions (FAQ) on the New Jersey Department of Labor website, specifically, Public Works, Prevailing Wage FAQs.

http://lwd.dol.state.nj.us/labor/wagehour/content/prevailing_wage_rate_faqs.html#q33

Q. Does the New Jersey Prevailing Wage Act apply to snow plowing or lawn maintenance (lawn mowing and leaf collection)?

A. No. See the definition of "Public Work" above.

QUALIFIED PERSONNEL

The contractor's personnel shall be trained and qualified to perform the work assigned and all weed control shall be applied by personnel with a New Jersey Applicator License and shall be certified and have current herbicide/pesticide licenses in correct categories. Respondents shall submit a list of proposed applicator personnel and their license numbers on the contractor data sheet for pesticide application.

The contractor shall have the proper equipment and personnel to complete a task in one day. If the contractor is unable complete a job due to weather or unforeseen events, it is then the responsibility of the contractor to notify the County designee and return to the site the next day or as agreed upon by the County designee. Payment will be based upon the area specified and cut. Contractor employees shall sign in and out at the location determined by the County designee.

CONTRACTOR UNIFORM AND IDENTIFICATION

All contractors' personnel assigned to Mercer County facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. In addition, contractor personnel shall always bear identification cards with their name and the firm listed on the card.

LAWN CUTTING SERVICES

Cutting services shall include the following:

Cutting of turf areas will be performed neatly and uniformly as stated on the proposal pages. Cutting height will be determined by the County designee. Trimming around light poles, fence lines, signs, sidewalks, curb lines, retention areas, drainage inlets and trees will be performed by the contractor with each cut. Clean-up of heavy grass accumulation on lawns and clippings on sidewalks and roadways will be performed by the contractor before leaving the property during every cut. Edging will be provided by the contractor twice each contract year, approximately the first week of May and the first week of July.

TRIMMING OF SHRUBS AND BUSHES

Trimming of shrubs and bushes should be performed two (2) times per contract year; Spring and Fall unless otherwise noted. Shrubs should be pruned in July or August after their new growth has hardened off. Flowering shrubs however should be pruned within 6 weeks of bud drop.

FERTILIZATION AND HERBICIDE CONTROL

FERTILIZATION

All locations shall be fertilized in June and in October. The October fertilization shall be a winter-feeding.

CRABGRASS CONTROL

The Contractor shall apply a pre-emergent for crabgrass control in early May prior to the first cut.

BROAD LEAF CONTROL

The Contractor shall apply a broadleaf control mixture twice per contract period, and shall be applied in June and October.

VEGETATION CONTROL

The Contractor shall apply an environmentally safe control spray to all parking lots, curbs and sidewalks, if applicable. Said application shall be done once per month during the contract period.

MULCHING: NOT REQUIRED FOR THE MERCER COUNTY LIBRARY SYSTEM; MAY BE REQUIRED AS ADDITIONAL WORK OR FOR THE MERCER COUNTY COOPERATIVE MEMBERS

Mulching consists of furnishing, hauling, placing, and securing mulch on surfaces as indicated by the County Designee.

MATERIALS FOR APPLICATION OF MULCH

Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed over seeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

The County designee shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval by the County and any materials brought on the site that do not meet these standards shall be rejected.

METHODS

Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied as designated. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per

acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 3 inches (75 mm). Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be not less than 3 inches (150 mm). When mulch is applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

SECURING MULCH

The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material as approved. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

FERTILIZER

The awarded Contractor shall:

Keep basic fertilizer at least 2¼ inches below grade in turf area to prevent burning. Utilize hydraulic application at approximately 150-250 psi with soil spear. Use LIQUA-FORM or equivalent (60% solution - 40% suspension). Apply fertilizer at the rate of five (5) gallons per inch at breast height.

CONTROL OF STORM WATER POLLUTION

The contractor shall select and utilize environmentally friendly weed controls and fertilizers. The contractor shall only utilize the amount of material indicated by the manufacturer for the area to be treated. Vendor shall provide "Material Safety Data Sheets" for all products intended for use prior to application of product. The contractor shall also provide specific records indicating the type and amounts of material utilized and dates of consumption for chemicals used. Materials that are accidentally spilled shall be absorbed or swept as soon as possible. The contractor will not wash or sweep spilled chemicals into storm drains.

**MERCER COUNTY LIBRARY SYSTEM
2751 BRUNSWICK PIKE, LAWRENCEVILLE, NJ 08648
CONTACT: RICHARD CAVALLO 609.989.6917**

INTENT

The Mercer County Library System requires services as follows with the following schedules referenced below. There are six locations, see the site locations on the following pages. The Contractor will be required to provide any and all necessary personnel and equipment to satisfactorily render landscaping maintenance service to the Mercer County Library System.

THE LAWN MAINTENANCE SEASON IS AS FOLLOWS:

April 15, 2022 through October 15, 2022

April 14, 2023 through October 13, 2023

- 1. MAINTENANCE REQUIRED**
 1. Mowing of lawns,
 2. Pruning and trimming trees and shrubs

3. Pesticide Control Program
4. Herbicide Control, e.g., broadleaf, crabgrass, as stated in the following specifications
5. Fertilization

2. EQUIPMENT

The Contractor shall provide all necessary equipment and supplies necessary to properly and adequately perform the services required by this contract.

3. ENVIRONMENTALLY SAFE MATERIALS

The Contractor shall only use those pesticides, herbicides, fertilizers and chemicals which are approved for use by the NJDEP, USDA and/or local ordinance. The Contractor shall make available to the County a sample of any and all materials used and Material Safety Data Sheets during the contract period.

4. DISPOSAL OF MATERIALS

All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner. All waste vegetation, e.g., weeds, clippings, branches, etc., shall be disposed in accordance with those rules as promulgated by the Mercer County Improvement Authority.

5. MONTHLY SCHEDULE

Prior to start of each contract period, The Contractor shall provide in writing a tentative schedule of the services to be provided under this contract to Mr. Richard Cavallo, Chief Fiscal Officer at the Main Library in Lawrence. This shall include the day of the week the Contractor will service each branch. The Services shall be provided as per the frequencies stated in the proposal pages.

6. SUPERVISION

Each Branch Manager shall be responsible for the inspection of service being performed at that facility. In the event of unsatisfactory performance by the Contractor, the Branch Manager may request thru the Fiscal Officer that corrective action be taken. Said corrective action shall be at no additional cost to the County.

7. CLEANUP

The Contractor shall sweep or remove from all sidewalks, parking lots or general traffic areas any and all grass clippings, branches and/or general debris from the area serviced. The Contractor shall immediately remove all machinery and equipment from the Branch being served upon completion of said service.

SPECIAL CONDITIONS

The Contractor shall be a licensed applicator of pesticides and shall comply with all federal, state and local regulations for the application of fertilizer and chemicals. The Contractor shall NOT apply fertilizer, pesticide and/or weed control chemicals during extreme weather conditions, e.g., wind, rain, etc. All Branch Managers must be notified of fertilizer and/or weed control applications at least 48 hours in advance of the application. Branch Manager may choose to change scheduled application due to

heavy library attendance. All sprayed and/or treated areas must be flagged. Flags must be removed by the contractor 24 hours after the application. All trees must be inspected periodically, at least three (3) times during the contract period, and any unusual conditions be reported to the Branch Manager.

EXTRAORDINARY CONDITIONS

Should the loss of any planting, trees, shrubs, etc. be due to negligence the Contractor, the Contractor shall report said loss to the Branch Manager and replace same at no cost to the County. In the event of damage or loss is due to vandalism, the Contractor shall immediately report same to the appropriate Branch Manager. The Contractor will not be responsible for said loss or damage.

INVESTIGATION OF CONDITIONS

The submission of a bid shall be considered evidence that the Contractor has satisfied itself concerning all the conditions related to the same and has ascertained either by inspection, investigation, measurement or otherwise, all circumstances, procedures and requirements affecting the conduct of landscaping maintenance service. The Contractor shall be conclusively presumed to have read and become familiar with all general information, specifications and attached information. No claim for adjustment of the provisions of the contract awarded shall be honored on the grounds that the Contractor was not fully informed of the conditions which exist.

INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the County. The Contractor shall be the sole employer of all landscaping maintenance service personnel and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the Contract as well as for any claims made by or on behalf of the Contractor's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract.

MOWING OF LAWNS

The mowing of all lawns shall be performed with properly adjusted, thoroughly sharpened equipment which is constantly maintained in good, safe operating condition. Mowing operations shall be performed carefully so that no damage is inflicted on any planting or other site improvements. The mowing of all lawns shall be performed at least one per week for 26 weeks or as often as necessary to maintain a neat even appearance. In the event of severe weather conditions, e.g., rain or drought, the County reserves the right to increase or decrease the amount of mowing accordingly and the County will pay per the pro-rated fee as per the awarded contractors fee schedule as stated in the proposal pages.

LIBRARY LAWNS TO BE MAINTAINED

**APPROXIMATE
SQUARE FOOTAGE**

Lawrence
2751 Brunswick Pike

75,580

| | |
|---|----------------|
| Lawrenceville, NJ 08648 | |
| Ewing 61 Scotch Road Ewing Township, NJ 08628 | 48,797 |
| Hopewell 245 Pennington Titusville Road Pennington, NJ08534 | 49,999 |
| Twin Rivers 276 Abbington Drive East Windsor, NJ 08520 | 10,463 |
| Hickory Corner 139 Hickory Corner Road East Windsor, NJ 08520 | 34,473 |
| West Windsor 333 North Post Road Princeton Junction, NJ 08550 | 215,425 |
| Total Square Footage | 434,737 |

WEEDING AND TRIMMING

The Contractor shall be required to weed and trim around all trees, shrubs, poles, buildings and other obstacles on or around Library property. This shall be done in conjunction with lawn mowing.

FERTILIZATION AND VEGETATION CONTROL

1. FERTILIZATION

All library locations shall be fertilized twice per contract period - once in June and once in October. The October fertilization shall be a winter-feeding.

2. CRABGRASS CONTROL

The Contractor shall apply a pre-emergent for crabgrass control in early May prior to the first cut.

3. BROAD LEAF CONTROL

The Contractor shall apply a broadleaf control mixture twice per contract period - once in June and once in October.

4. VEGETATION CONTROL

The Contractor shall apply a vegetation control spray to all parking lots, curbs and sidewalks. Said application shall be performed as stated on the proposal pages.

REQUIREMENTS

The Contractor shall: Keep basic fertilizer at least 2¼ inches below grade in turf area to prevent burning. Utilize hydraulic application at approximately 150-250 psi with soil spear. Use LIQUA-FORM (60% solution - 40% suspension). Apply fertilizer at the rate of five (5) gallons per inch at breast height.

The County of Mercer is committed to environmentally responsible management of their properties and continues to employ sound IPM practices at all County owned property. While soliciting bids, the County mandates that all products comply with all Federal, State and local regulations.

PAYMENT FOR SERVICE

Payment for services rendered will be made in six (6) installments per contract period. Payment will only be made after the Contractor presents a properly itemized and signed voucher / receipt to the Branch Manager where the services are performed. Branch Manager will sign the voucher/ receipt and then forward same to the Chief Fiscal Officer who will authorize payment when the invoice is received from the vendor and the voucher/ receipts are compared, and accurate.