



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2015-222

**MOWING – PARCELS AND PROPERTY
(NON RIGHTS-OF-WAY)**

BID OPENING

**January 15, 2015
2:00 p.m., Local Time**

**at the
Central Services Complex Materials Management Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski**

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2015-222

December 10, 2014

Project: Mowing Parcels and Property (Non Rights-of-Way)

Invitation

Sealed bids will be received by the City of Oak Ridge until 2:00 p.m., local time, January 15, 2015, then publicly opened in the Central Services Complex Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract, and the attached General Information and Specifications.

All bids must be completed and submitted on the Bid Form provided. All options must be bid unless the Bid Form provides otherwise. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unsealed bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

Scope of Work

The Contractor shall furnish all labor, material and equipment for mowing city parcels, cemeteries, industrial parks, sewer pump stations, water booster stations, water tanks, electric substations, bridges, and other facilities. The Contractor is responsible for mowing services for the City for the mowing period beginning approximately March 15 and ending approximately November 1 of each year.

Please see attached General Information and Specifications for more detail.

Pre-Bid/Site Visit

There is no pre-bid meeting or site visit scheduled for this project. However, it is strongly suggested that all interested bidders visit the sites. Rick Irwin can provide assistance during site visits upon request of a Bidder. He may be reached at 865-425-1814 or rirwin@oakridgetn.gov

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Rick Irwin via email at rirwin@oakridgetn.gov to obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All technical questions shall be submitted in writing (email) by 5:00 p.m. local time on January 7, 2015.

Prices

The Bidder shall submit UNIT bid prices as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

References

Each Bidder shall furnish with the bid at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

Personnel

Each Bidder shall submit with their bid a written qualifications statement/resume for the resident superintendent, project manager and designer that will be assigned to the project. Each qualifications statement/resume shall clearly indicate the experience relative to the project and show competence relative to the work and responsibility of each position

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The successful Bidder shall be required to execute the Contract attached hereto.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

Renewal Options

The Contract may be renewed by mutual agreement of the parties for up to nine (9) additional one-year periods. For ease of recordkeeping, the renewals will occur automatically unless a party submits written notification to the other party of their intention not to renew prior the end of the current contract term.

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in a sealed envelope marked and addressed as follows:

From: Bidder's Name
Bidder's Address

To: Attn: Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
P.O. Box 1
Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: Sealed bid for "FY2015-222: Mowing Project to be opened February 15, 2012 at 2:00 p.m., local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

FY2015-222 BID FORM

Project: Mowing Parcels and Property (Non Rights-of-Way)

In compliance with the Invitation for Bids, dated December 10, 2014, the undersigned Bidder:

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

(Continued)

PARCELS 943	Frequency	Cost/Cut	Total
Parcel 328 - Ambulance Building (184 Raleigh Road)	10 Days		
Parcel 619 - Illinois Avenue/Turnpike	10 Days		
Loyola Lane	Monthly		
Parcel 533.01- Adams Lane	Monthly		
Robertsville Road (Mona Lane Remediation Properties)	14 Days		
Deer Lake at Commerce Park	2 Times (May&Oct)		
CEMETERIES	Frequency	Cost/Cut	Total
#29 - Galbraith, Warrior Circle	14 Days		
#30 - Robertsville Baptist, Iroquois Road	14 Days		
#34 - Gamble, South Illinois Avenue	14 Days		
#35 - Peck, Vienna Road	14 Days		
#36 - Hoskins, Highway 61 Key Springs	14 Days		
#38 - Hendricks, Maple Lane	14 Days		
#39 - Woods Chapel, Michigan at Outer Drive	14 Days		
#42 - Walters, Georgia Avenue	14 Days		
#48 - Gamble, Tennessee Avenue at California Avenue	14 Days		
ETTP FACILITIES	Frequency	Cost/Cut	Total
Water Tank	14 Days		
Water Treatment Plant	14 Days		
SEWER PUMP STATIONS	Frequency	Cost/Cut	Total
Emory Heights (Coe Road)	Weekly		
Emory Valley	Weekly		
East Plant	Monthly		
Eastburn Lane	Monthly		
Graceland Drive	14 Days		

Gum Hollow Road	14 Days		
Horizon Center - east	Monthly		
Horizon Center – west	Monthly		
122 Marywater Lane	14 Days		
Park Meade (on Edgemoor Road)	Monthly		
Pumphouse Road	Monthly		
Rolling Links Boulevard	14 Days		
Summit Ridge	Monthly		
Warehouse Road	Monthly		
Whippoorwill Drive	Monthly		
William Lane	Monthly		
CRIP Station	Monthly		
Wolf Creek	14 Days		
WATER BOOSTER STATIONS AND TANKS	Frequency	Cost/Cut	Total
Illinois Avenue at Robertsville Road (Station)	10 Days		
Pennsylvania Avenue at Vermont Avenue (Station)	10 Days		
Delaware (Station and Tank)	14 Days		
E. Ridge (Wisconsin Station and Tank)	14 Days		
Louisiana (Station and Tank)	14 Days		
Orchard (Station and Tank)	14 Days		
Rarity Ridge (Tank)	Monthly		
Summit Ridge (Station)	14 Days		
SUBSTATIONS	Frequency	Cost/Cut	Total
#300 - California Avenue	10 Days		
#400 – Lafayette Drive	21 Days		
#500 - Valley Court	21 Days		
#600 – Wilberforce	14 Days		
#700 - Bear Creek Road	Monthly		
#800 - Union Valley Road	21 Days		

OTHER FACILITIES	Frequency	Cost/Cut	Total
Animal Shelter	10 Days		
Central Services Complex	10 Days		
Municipal Building (Trim Bank on South Side Bi-Weekly)	7 Days		
Water Treatment Plant (Roads, Tanks, Ponds and Buildings)	10 Days		
Raw Water Pump Station, Raw Water Booster Station Access Roads	10 Days		
Wastewater Treatment Plant (main plant) and Monterey Road	10 Days		
Emergency Booster Station (weed eat and spray as needed)	Monthly		
Valve Pits, Storage Tanks, Raw and Finished Water Mains (weed eat and spray as needed)	Monthly		
Raw Water Mains Cross Country from Booster Station to Raw Water Booster Station	3-Times (April, July & Oct)		
GRAND TOTAL OF BID			\$

Pricing:

Grand Total of Bid (Re-Entered from Prior Page) \$ _____

(IN WRITTEN WORDS)

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: _____
Signature

Telephone #: _____

Name: _____

Fax # _____

Title: _____

Email: _____

Business
Name: _____

Date: _____

Mailing
Address: _____

Physical
Address: _____

Tax ID Number: _____

NOTE: In accordance with the Invitation to Bid, the following information is attached to the bid: a bid bond in the amount of ten percent (10%) of the total bid price for the initial contract term, three (3) references, the Drug-Free Workplace Affidavit, equipment list, and employee list.

BID BOND

FY2015-222

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,

(hereinafter called the "Principal"), as Principal, and the _____, of

_____ a

corporation duly organized under the laws of the State of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 20_____.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness

Title

Witness

_____(Seal)
Surety

Title

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Principal Officer

State of _____)
)ss.
County of _____)

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____.

CONTRACT

FY2015-222

THIS CONTRACT entered into this _____ day of _____, 2015, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the mowing of city city parcels, cemeteries, industrial parks, sewer pump stations, water booster stations, water tanks, electric substations, bridges, and other facilities for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, General Information and Specifications, and the bid of the Contractor attached hereto.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2015. The Contractor is responsible for mowing services for the City for the mowing period beginning approximately March 15 and ending approximately November 1 of each year. This Contract may be renewed by mutual agreement of the parties for up to nine (9) additional one-year periods. For ease of recordkeeping, the renewals will occur automatically unless a party submits written notification to the other party of their intention not to renew prior the end of the current contract term.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor monthly in accordance with the prices set forth in the Bid Form, subject to any adjustments pursuant to the terms of this Contract. Payment will be made within thirty (30) days of receipt of an invoice by the Contractor for work satisfactorily performed. The Contractor shall submit invoices monthly showing the cuts made during the prior month, the price per cut and the amount due. The City may require the Contractor to submit information monthly on a City-prepared form.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – Rate Adjustment

The per unit price will be adjusted for each renewal term by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of October of the current year, which reflects the unadjusted annual percentage change from the month of October of the prior year.

ARTICLE 10 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 11 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 12 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 13 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For required insurance minimums, please see Conditions of Contract, Section 00800 Supplementary Conditions.

ARTICLE 14 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 15 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 16 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 17 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 18 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 19 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 20 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 21 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 22 – Completion and Performance Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract and any renewals thereof a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price (one contract term) with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City.

In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

ARTICLE 23 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: General Information and Specifications
Bid Documents
Contractor's Bid

Approved by Resolution _____



MOWING CONTRACT FY2015-222 GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION:

Contractor shall furnish all labor, material and equipment for mowing city right-of-ways, parcels, sewer lift stations, water system tanks, state roads, islands, cemeteries, industrial parks, substations, pump stations and other facilities. The contractor is responsible for mowing services for the City for the mowing period beginning approximately March 15 and ending approximately November 1 of each year.

Mowing shall be as close as practical to sign posts, fences, guardrails, etc.; however, a finish cut to all objects in the cut area shall be trimmed to the object with a string type trimmer or sprayed with an herbicide. The contractor shall be liable for any damages incurred. Contractor shall maintain all fence lines owned by the City of Oak Ridge as to removal of all vegetation and trimming of same. Contractor shall, in the course of mowing and trimming all City property, trim the top of all curb lines and at construction joints, top of curb and/or storm grating inlets. The contractor shall at each headwall or guardrail in mowing area, trim all vegetation around structures to a distance of at least 3'-0".

Grass clippings should never be expelled onto the roadway, walks, fences, posts, signs, shrubs, trees, flower beds or any obstruction where buildup of clippings are possible. If the clippings are expelled in such a manner, the contractor will be required to revisit the area and clean up all such clippings in a timely manner. If the contractor continues to expel grass clippings onto the roadway, sidewalks, fences, etc., the City may invoke a fine of \$100 per occurrence.

The contractor may use herbicides to control growth around permanent objects; however, permission from City of Oak Ridge Public Works Department (Public Works) Operations Manager or his designee must be obtained prior to use. Each specific application and area must receive separate approval. The contractor will be furnished the herbicide to control any growth. No other herbicide shall be used without written approval from Public Works.

Mowing in high visibility areas as determined by Public Works during or following a heavy dew or rainfall will not be acceptable unless contractor immediately follows behind mowers and removes excess piled grass clippings from these areas.

The City is responsible for mowing all City street right-of-ways; however, most property owners mow their grass and include the City right-of-way in their mowing schedule. There are occasions when some property owners will not mow the City right-of-way; therefore, the City contractor will have to include consideration for these cases. At the present time, the City contractor has to allow for one man and machinery, plus a string trimmer to cut right-of-ways on a monthly basis for approximately (4) four days. These areas differ from month to month due to the indecisiveness of property owners at these locations. The Public Works Operations Manager will provide a list of these properties to the contractor each month.

All litter shall be picked up prior to mowing at any and all sites.

Mowers shall be checked daily for straight blades for a uniform level cut and proper cut height of 2.5" to 3", unless noted for a particular location.

The right-of-way on steep slopes and grass medians shall not be cut using a tractor or mower during wet conditions. Failure to adhere to this requirement will result in the contractor being responsible for the cost of replacing any soil, sod, etc. for damage to the area.

Frequencies are estimates only and represent minimum typical frequencies of cut; however, Public Works reserves the right to modify the schedule based on weather conditions, budget constraints or excess, etc. for any area. The contractor shall have the liberty of mowing City property in high visibility areas on a more frequent schedule than stated if absolutely necessary and if prior approval is obtained from Public Works. The weather will be the primary reason for such altering of the printed schedule.

The contractor shall understand that when frequencies are increased at the beginning of the contract or when weather dictates, a very close account must be established to insure there is enough money in the remainder of the budget to cover mowing and trimming of the City owned property up to the end of the contract year. As a general rule, the first 45 days of the mowing season grass will grow at a peak rate and as the season progresses hot weather and less rain cause the grass to slow in growth; however, just prior to the end of the season a peak growth rate may be experienced again. Public Works will work very closely with the contractor in choosing mowing frequencies of various areas. A regular communication shall be established by phone as well as site visits on a frequent basis.

A grace period of two days each side of the scheduled mowing frequency date will be allowed. For any deviation of the schedule to exceed the grace period, prior approval must be obtained from Public Works.

When the term "one pass with a power mower" is used, the contractor shall understand "pass" to mean a minimum of 60" in width.

The contractor shall be issued keys, codes, cards, etc. for access to various City facilities to perform his work. The contractor shall be responsible for all of his/her employees' actions while on the premises and bear any cost of damages to City property by his/her employees. The contractor shall be required to mow parcels in restricted areas. Public Works will provide an escort with the contractor's employees when it is necessary to enter restricted areas.

The contractor shall submit an invoice each month. The invoice shall contain a form suitable to Public Works and include the following information:

- Location of cut, cost per cut, frequency, each date cut during the month and total monthly cost.
- Each category shall be invoiced separately, parcels, city streets, 943, etc.
- Invoices are expected to be the accurate billing of work that was completed each month. If corrections are needed to the invoice, the contractor shall be notified of such corrections. The invoice shall not be paid until such corrections have been made. If the invoices continuously require correcting, the City may invoke a fine of \$100 per occurrence.

The contractor shall furnish at two-week intervals a list of cuts performed in the previous two weeks to the Public Works Operations Manager.

The contractor shall notify Public Works immediately upon anticipation of a potential problem. Attempts at a mutually beneficial solution will be made. Extra areas requested to be mowed are to be invoiced separate from the monthly mowing invoice.

BID ATTACHMENTS (Required)

The contractor shall include with their bid, a list of equipment that will be used in the execution of this contract. The list shall include manufacturer's name, year manufactured, size, model and disposition of equipment as to: Owned, leased/rented, to be purchased, etc. The contractor shall give his established place of operation by location, a rural route or post office box will not be acceptable.

The contractor shall include with their bid, a list of employees and their years employed by the contractor. A list of references pertaining to previous work of this nature and total number of years the contractor has been in the contract mowing type of business. The contractor must understand that a background check of his employees may be performed by the City of Oak Ridge.

The contractor shall furnish on the mowing schedule for CY2015 (see bid form) amount per cut, number of cuts anticipated, and total cost per year of each cut. The contractor shall total all cuts by each category and total all categories to a grand total for the anticipated contract year. The attached form may be used for this purpose. Bidder shall use the following for number of cuts required:

7 Day = 33
10 Day = 23
14 Day = 17
21 Day = 12
Monthly = 8

SPECIFICATIONS

Parcels: The contractor shall mow and trim on city parcels to the full extent of property lines or to any permanent obstruction such as fence lines, buildings, tree lines, gardens, etc. (See attached maps for locations)

1. Parcel 328 - Ambulance building: Located at 184 Raleigh Road.
2. Parcel 619 – Illinois Avenue/Oak Ridge Turnpike: Mow entire property including around the outside of substation 200. (trim brush from creek banks twice a year, including gravel access road, between creek at bridge)
3. Parcel 533.01 – Adams Lane: Located beside and behind 100 Adams Lane.
4. Robertsville Road (Mona Lane Remediation Properties): Located near 681 Robertsville Road, (see attached maps for exact locations)
5. Deer Lake at Commerce Park: Located at the intersection of Commerce Park and Clearview Court. This parcel is to be cut twice a year, May & October. There are two sections: one located around the lake, the other across the street. Mow up to the edge of the riprap along the lake.
6. Loyola Lane: Located between 106-109 Loyola Lane, mow up to the drainage ditch.

Cemeteries: The contractor shall mow and trim City owned Cemeteries as noted on the mowing schedule located under "Cemeteries 943". All permanent items shall be trimmed around with a string type trimmer. Any foreign debris, brush or limbs shall be removed of and disposed of by the contractor. (See attached maps for locations)

1. #29 Galbraith, Warrior Circle: Located between 128-136 Warrior Circle, Cut entire property starting at Warrior Circle, cemetery is marked with 4 corner post and barbed wire fence.
2. #30 Robertsville Baptist, Iroquois Road: Road Robertsville Baptist Church located at 145 Iroquois. Starting at the parking lot cut entire property, the cemetery is marked with corner post in the shape of an L.
3. #34 Gamble, South Illinois Avenue: Located next to Weigels at 417 S.Illinois Avenue. Cut entire property starting at S. Illinois Avenue, the cemetery is fenced.

4. #35 Peck, Vienna Road: Located off of Vienna Road behind Saint Stephens Church. Cut entire property, cemetery is marked with steel post and chain.
5. #36 Hoskins, Highway 61 Key Springs Road: Located on Highway #61, West of Key Springs Road. Cut a minimum of two passes on each side of the gravel entrance way from highway #61, cut entire property outlined by the woods.
6. #38 Hendricks, Maple Lane: Located between 108-110 Maple Lane. Cut entire property up to Maple Lane, cemetery is marked with corner post and partial fence.
7. #39 Woods Chapel, Michigan Avenue at West Outer Drive: Located at the intersection of Michigan Avenue and Outer Drive. Cut entire property, cemetery is marked with 4 wooden corner post.
8. #42 Walters, Georgia Avenue: Located at the intersection of Georgia Avenue and Tyson Road. Cut entire property up to Georgia Avenue, cemetery is marked with 4 corner post.
9. #48 Gamble, Tennessee Avenue at California Avenue: Located at West of Kerns United Methodist Church 451 East Tennessee Avenue. Cut entire property, cemetery is marked by chain link fence.

Industrial Parks: The contractor shall mow and trim in industrial parks in the right-of-ways. A minimum of two passes shall be accomplished; however, a wider pass may be required in some places.

Sewer Pump Stations: The contractor shall mow and trim at each sewer pump station as noted on the mowing schedule under "Sewer Pump Stations". (See attached maps for locations)

1. Emory Heights: Located at 100 Coe Road. Mow up to the manhole on each side of the access road entrance, on the right side of the access road mow along the creek bank to the utility pole to the RR tracks, on the left side mow to the ditch line then around the station to the wooded area.
2. Emory Valley: Located at the intersection of Emory Valley Road and Baylor Drive. Mow inside and outside of the fence area up to Emory Valley Road, the walking trail and the wooded area west of the building.
3. East Plant: Located at the end of Cairo Lane. Mow the entire area inside the fence around the building, mow a minimum of two passes around the outside of the fence at the entrance gate, left side and back of the building.
4. Eastburn Lane: Located at the end of Eastburn Lane. Mow a minimum of one pass along the asphalt, gravel access road and up to the old radio station building. Mow inside the fence around the station and a minimum of one pass around the outside of the fence.
5. Graceland Drive: Located between 111-113 Graceland Road. Mow from the street along the creek bank on the left to the back of the station, then a minimum of two passes along the asphalt access road back to the street.
6. Gum Hollow Road: Located across the street from 185 Gum Hollow Road. Mow triangle shape from spillway along Gum Hollow Road to the water meter cover, towards the creek and along the creek bank back to the street. Be sure to keep the spill way cut.

7. Horizon Center East: Located at 300 Imperium Drive. Mow entire property from the street a minimum of one pass along the outside of the brick paver entrance, following property markers along the property back to the street.
8. Horizon Center West: Located at Novus Drive. From the street mow a minimum of one pass on each side of the brick paver access road, mow a minimum of one pass around the gravel area and around the back of the station to the top of the berm to the trees.
9. Marywater Lane: Located between 120-122 Marywater Lane. From the street mow to the wooded area behind the station, mow along the concrete driveway at 120 and the telephone box at 122.
10. Park Meade: Located on Edgemoor Road. Mow the inside of the fence around the station, mow the front of the station from the fence up to the fire hydrant. Mow a minimum of one pass on each side of the gravel access road and around the outside of the fence around the back of the station. Be sure to trim around the transformer.
11. Pumphouse Road: Located on Pump house Road. Mow a minimum of one pass along both sides of the gravel access road to the station. Mow inside the fence and out. Front of the station mow from the fence towards the road to the ditch, South side mow 40 feet out towards the water, back side mow between the fence and the gravel road.
12. Rolling Links: Located next to 53 Rolling Links Blvd. Mow the entire property along the street to an electric transformer, mow the back along the bank to the station then along the gravel access road back to the street.
13. Summit Ridge: Located off of Summit Drive. Mow a minimum of one pass on each side of the gravel access road and turn around and a minimum of one pass around the station.
14. Warehouse Road: Located across from 395 Warehouse Road, the Animal Shelter. Mow a minimum of one pass on each side of the gravel access road, mow inside the fence and a minimum of one pass around the outside of the fence.
15. Whippoorwill Drive: Entrance located between 102-104 Whippoorwill Drive. Mow the area inside the asphalt driveway and gravel, mow a minimum of one pass around the station and transformer
16. William Lane: Located at the end of William Lane. Mow a minimum of one pass on each side of the access road from the street and around the gravel turn around and station.
17. CRIP Station: Entrance located across from old K-25/ETTP Water Treatment Plant. Mow a minimum of one pass on each side of the gravel access road and turn around, mow inside the fence and trim the outside of the fence and the ditch at the left of the gate to the station.
18. Wolf Creek: Located off of Pavillion Drive near the swimming pool. Mow a minimum of one pass on each side of the gravel access road, up to the fence and then a minimum of two passes around the station and transformer back to the gravel access road, being sure to keep the drainage area mowed.

Water Booster Stations: The contractor shall mow and trim at each booster station as noted on the mowing schedule under "Water Booster Stations".

1. Illinois Avenue at Robertsville Road (booster station): Located at the intersection of S. Illinois Avenue and Robertsville Road. Mow entire property.

2. Pennsylvania Avenue at Vermont Avenue (booster station): Located between 512-514 Pennsylvania Avenue. Mow the entire property, Pennsylvania Avenue to the ditch at the rear of the property.
3. Delaware (booster station): Located between 70-72 Outer Drive. Mow entire property including trimming around the back side of the building.
4. East Ridge (booster station): Entrance to the station is bar gate opposite of the water tank entrance. Station located towards the end of the gravel road on the right. Mow area around the gravel road to the station and around the building a minimum of two passes, mow front of building to the gravel road.
5. Summit Ridge (booster station): Located at 115 Union Valley Road, entrance is off of Union Valley Road. Mow the entire front of the building to the asphalt and gravel entrance, mow a minimum of two passes around the sides and back of the building.
6. Rarity Ridge (booster station): Located at 1510 Bear Creek Road. Mow the area inside the fence and one pass on the outside of the chain link fence, a minimum of one pass on either side of the access road from Bear Creek Road to the gate to the station.

Water Tanks: The contractor shall mow and trim at each water tank. (See attached maps for location)

1. Delaware (tank): Located at the intersection of Outer Drive and Delaware Avenue. Mow entire property as shown on the map. Mow a minimum of two passes along Outer Drive between the asphalt access road to the tank and 71 Outer Drive for kudzu control and line of sight problem.
2. East Ridge (tank): Located at the intersection of Wisconsin Avenue and Whippoorwill Drive, must enter through bar gate. Mow the area along the gravel access road up to the woods on both sides, mow inside the fenced area and a minimum of one pass around the outside of the fence around the water tank.
3. Louisiana (reservoir and tank): Located west of the intersection of West Outer Drive and Louisiana Avenue. Mow the entire property inside the chain link fence and the front of the property between the fence and access road to West Outer Drive.
4. Orchard (reservoir and tank): Located between 136-138 Orchard Lane. Mow the entire property inside the fence around the tank, reservoir and booster station. Mow the front entrance around the retaining wall and gravel parking area.
5. Rarity Ridge (tank): Entrance located off of Broadberry Avenue. Mow the area inside the fence and outside the front of the gate. Mow a minimum of one pass around the outside of the fence.
6. ETTP Water Tanks: Entrance located at the old K-25/ETTP Water Treatment Plant off of Bear Creek Road. Water tanks located at the top of the hill. Mow inside around the tanks and outside the fence at the entrance to the access road and around the meter pit.

Electric Substations: (See attached maps for locations)

1. Substation 300: Located on California Avenue. All four sides shall be trimmed and mowed. The east and west sides shall be mowed a minimum of one pass with a power mower. The north and south sides shall be mowed to the back of curbs on California Avenue and Oak Ridge Turnpike respectively.

2. Substation 400: Located on Lafayette Drive behind the McCarty Building. The access road shall be mowed down each side a minimum of one pass and from the backside of the McCarty Building to the substation fence. A minimum of one pass around the substation shall be mowed or trimmed.
3. Substation 500: Located on Valley Court. The south side shall be mowed a minimum of two passes past the utility poles. The west side and gravel access road shall be mowed a minimum of two passes.
4. Substation 600: Located on Wilberforce Avenue. All four sides shall be trimmed and mowed to the full extent of the property line being Wilberforce Avenue, S. Benedict Avenue and Tuskegee Drive.
5. Substation 700: Located on Bear Creek Road. All four sides shall be mowed a minimum of one pass, and the side facing Bear Creek Road shall be mowed all the way to the road.
6. Substation 800: Located on Union Valley Road. The access road shall be mowed a minimum of two passes on each side, and all four sides of the substation shall be mowed a minimum of one pass. The Union Valley road frontage, west of the access road shall be mowed between the roadway and the wooden fence up to the property line.

Other Facilities: All shall be mowed and trimmed as scheduled. All permanent objects shall be trimmed around and the mowing shall extend to the full extent of the property line. (See attached maps for locations)

1. Animal Shelter: Located at 395 Warehouse Road. Mow entire property along Warehouse Road and Belgrade Road up to the fence to Quality towing, including the dog park.
2. Central Services Complex: Located at 100 Woodbury Lane. The Central Service Complex consists of mowing the front of the building and entrances from Woodbury Lane, Woodbury Lane from Wilberforce Avenue to the end of the street. (No riding mower shall be used to mow the bank at the front entrance of the building that will cause ruts to develop and cause erosion), the area between the south entrance and the wooded area, the gas station inside and outside the fence, the lot between the Central Service Center, and the gas station along Woodbury Lane up to the fence at the ball field, the employee parking area and the grass around the entire Complex including along the building, islands and along the fence. The outside of the chain link fence surrounding the complex shall be mowed a minimum of one pass with either mower or string trimmer monthly.
3. Municipal Building: Located at 200 S. Tulane Avenue. The steep bank on the south side of the Municipal Building will require a string type hand mower and will be mowed on every other scheduled mowing operation of the Municipal Building lawn. Mowing shall be best described on map.
4. Wastewater Treatment Plant: Located at 200 Monterey Road. Mow entire property as shown on map. Sewer pump station located along Monterey Road shall be mowed on same schedule as the Wastewater Treatment Plant. Monterey Road leading to the Wastewater Treatment Plant shall be mowed every other time with the Wastewater Treatment Plant from the Oak Ridge Turnpike (SR95) to the gate and bridge at East Fork Poplar Creek.
5. Water Treatment Plant (Y-12): Located at 1515 Bear Creek Road. Mow access roads, tanks, ponds, valve pits and buildings, this area is better explained on site.

6. Booster Station (Y-12): Entrance located at bar gate off of Scarboro Road. Mow access road a minimum of two passes on each side from the entrance at Scarboro Road up to the gate entrance to the booster station. Mow the entire area inside the fence around the building, tank and valve pits.
7. Raw Water Pump Station (Y-12): Located behind bar gate at the end of Pumphouse Road. Mow a minimum of two passes some areas may be wider on each side of Pumphouse Road from the bar gate to the gate to the Raw Water Pump Station being sure to trim around the valve pits, mow the entire area inside and outside the fence as shown on the aerial map.
8. Emergency Booster Station (Y-12): Located off of Pumphouse Road on the right side of the road before the raw water pump station. Mow the entire property as shown on the aerial map.
9. Valve Pits (Y-12): Located between Pumphouse Road and Crane Lane, Scarboro Road and Bethel Valley Road. Mow a minimum of two passes around the valve pits and 20 feet width from pit to pit.
10. Raw Water Mains Cross Country (Y-12): Located off road between the Raw Water Pump Station and the raw water booster station. These water mains and valve pits are to be cut three times a year, May, July and October, with a minimum width of 20 feet.
11. Water Treatment Plant (ETTP): Located 1549 Bear Creek Road, (Old K-25 Water Plant). Mow the entire area inside the fence around buildings, tanks and valve pits. At the front of the building mow the area between the fence and Bear Creek Road, trim around wooden post along Bear Creek Road, mow a minimum of two passes on the upper side of the entrance road to the front gate.

Bridges: The contractor shall clear brush from all bridge abutments and approaches a minimum of (2) two passes. Where the right-of-way is mowed adjacent to bridges, the clearing shall match the right-of-way mowing.