



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

**Jackson Square Landscaping
(FY2023-075)**

MANDATORY PRE-BID CONFERENCE

**January 18, 2023
10:00 AM, Local Time
at:**

**Jackson Square Parking Lot
243 Jackson Square
Oak Ridge, Tennessee 37830**

BID OPENING

**January 26, 2023
2:30 PM, Local Time**

at

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

**Telephone: 865-425-1819
E-mail: lmajeski@oakridgetn.gov
Attn: Lyn Majeski**

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2023-075

Jackson Square Landscaping

Invitation

The City of Oak Ridge is soliciting bids for landscaping and maintenance services for Jackson Square in strict accordance with the terms and provisions of the attached sample contract. The City will receive bids for this project until January 26, 2023, 2:30 PM, local time. At that time, the City will publicly open all received bids in the Central Services Complex Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830.

All bids must be completed and submitted on the Bid Form provided. The bid must include all options in this Invitation to Bid, unless the Bid Form provides otherwise. Bidders shall submit their bids 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. The City will not accept electronic bids, late bids, unmarked envelopes, and/or incorrectly marked envelopes and will not open such bids.

Mandatory Pre-bid Conference

The City shall hold a mandatory pre-bid conference on January 18, 2023, 10:00 AM, local time, at Jackson Square Parking Lot, 243 Jackson Square, Oak Ridge, Tennessee 37830. Prospective bidders are required to attend to submit a bid. Please contact Lyn Majeski at lmajeski@oakridgetn.gov if directions to the pre-bid conference are needed.

General Scope of Work

The scope of work is set forth in the attached project specifications and sample contract. This project generally entails landscaping and maintenance services at the City's Jackson Square. A detailed description of the work is set forth in specifications, which includes a specific description of the required finished product and the materials to be used.

Discrepancies

Should a bidder find any discrepancies in, or omissions from, the bid documents, or should the bidder be in doubt as to the meaning of any term, the bidder shall at once notify Lyn Majeski at lmajeski@oakridgetn.gov and obtain an interpretation or clarification before submitting a bid. The bidder must submit such notifications, questions, or clarification requests in writing, preferably by e-mail.

Any interpretation or clarification given in accordance with this provision shall be in writing and the City shall distribute it to all known bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski in writing.

Prices

The bidder shall submit a lump sum price as specified on Bid Form. By submitting a bid, the bidder agrees that this bid document shall be included in and made a part of the contract between the City and the successful bidder.

Discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bidders may withdraw this bid upon written or electronic request received by the City before the time fixed for opening the bids. Such written requests must be signed by a company official on company letterhead and indicate the specific bid project and bid price to be withdrawn to verify the bidder's identity. Oral withdrawal requests made in person or by telephone shall not be honored. Withdrawal requests must be made in writing.

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.

Examination Specifications and Site of Work

Each bidder shall carefully read the specifications and all other proposed contract documents, and visit the work site before submitting a bid. Each bidder shall fully inform itself before bidding about all existing conditions and limitations under which the work will be performed. The bidder shall include a sum to cover all costs of all items necessary to perform the work as outlined in the proposed contract documents. No allowance will be made to any bidder because of a lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examinations.

Proof of Competency of Bidder

All bidders shall be duly licensed contractors in the State of Tennessee and shall have any required manufacturer's approval for installation of the work described in the attached project specifications, project drawings, and sample contract documents, as applicable. This requirement extends to all subcontractors and others herein as such licensing laws apply

References

Upon the City's request, each bidder shall furnish at least three (3) references for whom bidder performed work like that covered the attached project specifications, project drawings, and sample contract documents.

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 upon request.

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 that has quoted prices to a bidder is not disqualified from quoting prices to other bidders or submitting a bid directly for the work; however, the City will not consider more than one bid for the same work from an individual or entity under the same or different name.

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 in addition to a certificate holder.

City Officers and Employees Not to Have Financial Interest

The City shall not execute a contract with any City officer or employee or any firm or corporation in which any City officer or employee has a financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

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 due to the City, including, but not limited to, taxes, licenses, and fees.

Tobacco Products

The selected bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules, and rules as set out and required by the City. Please note that smoking (including e-cigarettes and vapes) and the use of tobacco products (chewing, smokeless tobacco, or smokeless tobacco analogues) is prohibited in City parks and facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least fifty (50) feet away from any entrance, open window, or other opening into which smoke could infiltrate the building. Spent smoking materials must be properly discarded and not littered on the grounds. Blankenship Field is a City park and school facility; pursuant to Tennessee Code Annotated § 39-17-1604, tobacco use in any form (including, but not limited to, e-cigarettes, vapes, smokeless tobacco, and smokeless tobacco analogues) is strictly prohibited.

Anti-Discrimination

In performing the work or furnishing the services covered by this project, the selected bidder shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, gender identity, disability, religion, or other legally protected status. The City of Oak Ridge encourages utilizing minority and women-owned businesses in its contracting and subcontracting projects.

Competency of Workers / Background Checks

The selected bidder shall only furnish employees who are competent and skilled for work under this bid. In the opinion of the City, if an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The selected contractor's employees working on this project may be subject to police background checks at the City's sole discretion before the work's commencement.

Drug-Free Workplace Affidavit Form

Bidders shall submit the included Drug-Free Workplace Affidavit form with their bids.

Iran Divestment Act

Tennessee Code Annotated § 12-12-101, *et. seq.*, requires all bidders to certify their compliance with the Iran Divestment Act. By signing and submitting the attached Bid Form, bidders hereby certify such compliance.

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 City's best interest. The City reserves the right to award the contract to more than one bidder if in the City's best interest. The successful bidder(s) shall be required to execute the attached contract. The City anticipates submitting this contract for approval by the City Council (governing body) on March 13, 2023.

Timeframe for Completion

Time is of the essence for this Contract. Work shall not commence until the City issues a Notice to Proceed. The selected bidder should anticipate starting work in March 2023.

It is possible that the schedule will be adjusted to an earlier start date and an earlier completion date if the contract is awarded at a special meeting of City Council.

Liquidated Damages

Work shall be completed in such a manner as to minimize disruption to City activities to the extent possible. Damages associated with any delay in the project would be difficult to determine; therefore, this Contract will have liquidated damages in the amount of \$500.00 for each and every day of delay of the work under the Contract.

Warranty

The required warranties are set forth in the attached project specifications, project drawings, and sample contract documents.

Bid Submittal Instructions

Each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If the bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In-Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge 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 above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2023-075: Jackson Square Landscaping to be opened January 26, 2023, at 2:30 PM, 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.

BID FORM

Project: Jackson Square Landscaping

In compliance with the Invitation for Bids, dated December 29, 2022, the undersigned bidder:

Fill in as Appropriate:

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

* a partnership consisting of:

*an individual trading as:

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 to Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the attached project specifications, project drawings, and sample contract documents.

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 required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and waive any informality in the bidding.

Bidder agrees that this bid shall be valid for ninety (90) days from the opening date. The successful bidder shall sign and return the contract for this project within ten (10) days of receipt from the City, at which time this Bid Form will be incorporated by reference and said bid price will be the compensation used for payment under the contract.

Contractor acknowledges the receipt of the following Addenda:

Including Addenda # _____ Dated: _____

Including Addenda # _____ Dated _____

Including Addenda # _____ Dated _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed project specifications, project drawings, and sample contract documents ("project documents") and with the local conditions affecting the performance and cost of the work at the work site; and having fully inspected the site in all particulars, through this bid, proposes and agrees to fully perform the work within the time stated in strict accordance with the project documents, including furnishing any and all labor, materials, and equipment, necessary to timely complete the work required, for the following sum of money:

A. Bid Price

For the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary for landscaping and maintenance services for Jackson Square in accordance with the attached contract Additional Information:

EMMA LEE SPRAY GARDEN

	Unit Cost	Frequency	Yearly Cost
SHRUB TRIMMING			
Hollies	\$ _____	x 7	\$ _____
Burning Bush	\$ _____	x 7	\$ _____
WEED CONTROL			
Hand weeding, bi-weekly	\$ _____	x 18	\$ _____
Pre-emergent, ornamental beds	\$ _____	x 2	\$ _____
Pre-emergent, turf	\$ _____	x 2	\$ _____
Post-emergent, ornamental beds	\$ _____	x 4	\$ _____
MOWING:	\$ _____	x 36	\$ _____
EDGING & MULCHING:	\$ _____	x 1	\$ _____
LOCATION YEARLY TOTAL:			\$ _____

JACKSON SQUARE PARKING LOT

	Unit Cost	Frequency	Yearly Cost
SHRUB TRIMMING			
Abelia	\$ _____	x 3	\$ _____
Ornamental grasses	\$ _____	x 1	\$ _____
Liriope	\$ _____	x 1	\$ _____
WEED CONTROL			
Hand weeding, bi-weekly	\$ _____	x 18	\$ _____
Pre-emergent, ornamental beds	\$ _____	x 2	\$ _____
Pre-emergent, turf	\$ _____	x 2	\$ _____
Post-emergent, ornamental beds	\$ _____	x 4	\$ _____
MOWING	\$ _____	x 36	\$ _____
EDGING & MULCHING	\$ _____	x 1	\$ _____
LOCATION YEARLY TOTAL:			\$ _____

COMBINED YEARLY TOTAL

Emma Lee Spray Garden and Jackson Square Parking Lot:			\$ _____
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1. The bidder understands that the City reserves the right to reject this bid, but bidder shall not withdraw this bid for ninety (90) days from the date prescribed for its opening.
2. If the City notifies the bidder in writing of its acceptance of this bid within ninety (90) days after the date set for the public bid opening, the undersigned will execute and deliver to the City the contract documents in accordance with this bid as accepted. Bidder further warrants that it will furnish and deliver to the City any required documents and proof of insurance coverage within fifteen (15) days after receiving the notification of the City's acceptance of this bid.
3. The City shall issue a notice of acceptance or requests for additional information to the undersigned at the address on the following page, if necessary.
4. **Statement of Compliance with the Iran Divestment Act:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
5. The names of all persons interested in the foregoing bid are the principals.

IMPORTANT NOTICE: If the bidder or other interested person is a corporation, give the legal name of the corporation, state where incorporated, and names of the President and Secretary; if a partnership, give the name of the firm and names of all individual copartners composing the firm; if bidder or other interested person is an individual, give first and last names in full.

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

By: _____ Signature	Phone: _____
Name: _____	Fax: _____
Title: _____ Business	E-mail: _____
Name: _____ Mailing	Date: _____
Address: _____	Physical Address: _____
Tax ID Number: _____	TN Contractor's License Number _____

NOTE: In accordance with the Invitation to Bid, the following attachments are required: the Drug-Free Workplace Affidavit and a copy of the bidder's current Tennessee State Pesticide Applicator License and Charter.

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, for construction services, states as follows under oath:

- A. That the undersigned is a principal officer of _____ (the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- B. 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, 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.
- C. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

 Principal Officer

STATE OF _____)
)
 COUNTY OF _____)

Before me personally appeared _____ with whom I am personally acquainted (or proved to me based on 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 _____ 2022.

Notary Public _____

My Commission Expires: _____

SAMPLE CONTRACT
Jackson Square Landscaping

This Contract is executed March 13, 2023, by and between the City of Oak Ridge, Tennessee, a municipal corporation, ("the City,") and, _____, ("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 for landscaping and maintenance services for Jackson Square located at 243 Jackson Square, Oak Ridge, Tennessee 37830, for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the project specifications, the project drawings, and the bid of Contractor attached hereto.

In performance of this Contract, Contractor binds itself 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, 2023. Upon execution of this Contract, Contractor shall be prepared to begin the work to be performed under the Contract, however work shall not commence until the City issues a Notice to Proceed. Work shall be completed as soon as practical; time is of the essence for this Contract.

This Contract shall be renewable for four (4) additional terms (January 1 – December 31) upon mutual consent of the parties. Renewals shall be automatic, unless either party submits its intent not to renew. If Contractor desires not to renew, such notice shall be sent to the City at least sixty (60) days prior to the expiration of the current term.

ARTICLE 3: Changes

- A. The 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, the City shall make an equitable adjustment and shall modify this Contract in writing accordingly.
- B. Should Contractor encounter materially different conditions from those shown in the specifications, Contractor shall notify the City in writing immediately of such conditions before they are disturbed. The City shall promptly investigate the conditions and—if it finds that they materially differ from those specified—shall modify this Contract to provide for any increase or decrease of cost and time difference from said conditions.
- 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 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. If

Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and Contractor shall be liable for all direct costs incurred as a result of the correction.

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 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.

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 the City gives notice 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 Contractor's surety.

ARTICLE 5: Site Investigation

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

ARTICLE 6: Delays, Damages

If 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. Contractor shall be liable to the City for any excess cost occasioned thereby. If the City terminates this Contract under this Article, the City may take possession of and utilize all materials, appliances, tools, and equipment as may be on the work site necessary to complete the work.

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 Contractor \$_____ in accordance with Contractor's bid sheet, which is incorporated by reference into this Contract. Payment shall be made in accordance with the Specifications. The compensation provided for herein is the entire compensation to be provided. Any work or fees beyond the scope of the attached quotation shall be by written authorization by the City.

ARTICLE 8: Final Payment

Upon completion of the work covered by this Contract, and before final payment, Contractor shall furnish the City evidence that Contractor has fully paid all materials' suppliers, all labor, and all other employees who performed work pursuant to this Contract. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9: Designated Representatives.

The parties hereby designate the following individuals as their respective representatives pertaining to the work or services to be performed or furnished by Contractor and the responsibilities of the City under this Agreement. Such individuals have the authority to transmit instructions and receive information relative to this Agreement on behalf of the parties. The designated representatives for the parties are as follows:

City:

Contractor:

ARTICLE 10: Indemnification by Contractor

Contractor agrees to protect, indemnify, and hold harmless the City from and against all claims for injury, death, or destruction of property resulting from any act or omission on the part of Contractor, Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract. Contractor shall not be liable to indemnify the City for such injuries, destruction, or death caused by the City's sole negligence or fault. Contractor's duties under this article shall extend to all the City's consultants, agents, and employees. "Claims" as used in this article shall include: all direct, indirect, and consequential losses, expenses, damages, charges, and costs including, but not limited to, fees, charges, or other expenses for engineers, architects, attorneys, other professionals, or court costs.

Upon notice, Contractor shall promptly defend any action stemming from an aforementioned claim. In any and all claims against the City by any of Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under the workers' compensation acts, disability benefit acts, or other employee benefit acts. The insurance limits required in this Contract shall not limit 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, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion. Contractor shall work the necessary hours, including overtime, Sundays, or Holidays, to timely complete performance. Should Contractor refuse or fail to comply with its obligations under this Article after receipt of a written directive or request by the City for Contractor to furnish additional labor, materials, supplies, tools, equipment, or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate 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

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

ARTICLE 13: Insurance

During the period of Contractor's performance of this Contract, Contractor shall 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.

Contractor shall maintain policies providing the following insurance protection, each with a 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 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	

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

Before commencement of work hereunder, 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.

ARTICLE 14: Permits and Licenses

Contractor shall obtain, at 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

Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award, assign, transfer or pledge any work to any subcontractor without the prior written approval of the City, which approval will not be given until 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.

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 Contractor is for the acts and omissions of persons directly employed by Contractor.

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 Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provision of the Contract Documents.

Nothing in this Contract shall create any contractual relationship between any subcontractor and the City.

ARTICLE 16: Superintendence by Contractor

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

ARTICLE 17: Termination

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion.

Should Contractor refuse or fail to comply with its obligations, violate any of the provisions of this Contract, or if the quality or quantity of the work performed is unsatisfactory, then the City shall have the right to cancel this Contract upon thirty (30) days written notice to Contractor. "Unsatisfactory" work is defined as work that falls below the industries' standard of care in the sole judgment of the City. If the City terminates the Contract under this Article, it shall complete the work undertaken by Contractor without incurring any liability to Contractor except to pay Contractor the fair value to the City of the work satisfactorily performed by Contractor.

ARTICLE 18: Termination of Contract for Cause

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if 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 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 Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, 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 Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

ARTICLE 19: Anti-Discrimination

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

ARTICLE 20: Personnel

Contractor represents that it has, or will, secure at 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.

The services required will be performed by Contractor or under 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, Contractor shall furnish periodic reports 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 Contractor's and Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 22: Liquidated Damages

The City and Contractor hereby agree that any damage amount for the delay in completing this Contract's work is unknown and would be difficult—if not impossible—to estimate. Therefore, the parties agree that Contractor shall pay to the City as liquidated damages, and not as a penalty, the amount of \$500.00 for each and every day of delay beyond the term specified for completion of the work under this Contract.

ARTICLE 23: Entire Agreement In Document

This instrument, including all exhibits and appendices attached and incorporated by reference, embodies the whole agreement between the parties. There are no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained in this Agreement.

ARTICLE 24: Independent Contractor

The parties acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself as an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

ARTICLE 25: Governing Law

This Contract is governed by the laws of the State of Tennessee. Any lawsuit between the parties arising out of this Contract shall have its venue solely within the state courts of Anderson County, Tennessee, or the Federal District Court for the Eastern District of Tennessee in Knoxville, Tennessee, as appropriate.

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 City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY

CITY OF OAK RIDGE

Tammy M. D. Rackard, City Attorney

Mark S. Watson, City Manager

CONTRACTOR

Signature

Printed or Typed Name and Title

Tax ID Number: _____

Attachments: Project Specifications
Bid Documents
Contractor's Bid

SPECIFICATIONS

SECTION 1.0 JACKSON SQUARE PARKING LOT

The City-owned Jackson Square Parking Lot is located in the historic Jackson Square, north of Emma Lee Spray Garden and south of Broadway Avenue. The parking lot has turf areas and planting beds located in the center of the parking lot around the interactive fountain. Located on the south side of the parking lot is a section of turf area with Kousa dogwoods and a Christmas tree. At each corner of the parking lot are planting beds and an additional planting bed at the north side of the parking lot along Broadway Avenue. This contract will be for trimming of plant material, weeding, edging, mulching, and turf management.

1.1 Shrub Trimming

- The abelia bushes will be trimmed three (3) times per year. Once during spring, summer, and fall.
- The ornamental grasses will be cut back on November 1st. Grasses are to be cut no lower the twelve (12) inches.
- Trim all liriopie ground cover in December.
- All clippings are to be removed.
- City staff will maintain all other trees and shrubs.

1.2 Weed Control

- As part of the contract, the planting beds, hardscapes, and walkways must be kept **weed-free**. Contractors can use a combination of hand weeding, pre-emergent, and post-emergent herbicide applications. The contractor is responsible for ensuring that no damage occurs to the plant material and there is no contamination of the interactive fountain from herbicide usage.
- A pre-emergent herbicide will be applied to turf areas each spring and fall to help control broadleaf and grassy weeds.
- To apply herbicides and other pesticides it will be necessary for the contractor to provide proof of possession of a Tennessee State Pesticide Applicator License and Charter.

1.3 Edging Mulching

- All planting beds and tree rings will be edged and mulched yearly. This includes the mulch rings around the Kousa dogwoods and Christmas tree located on the south side of the parking lot. Mulch rings must not touch the tree trunk bark.
- Care must be taken to not damage the irrigation system. Drip line is present in all planting beds. In the event of damage to the irrigation system, Contractor shall notify the Recreation & Parks Department **immediately**. Planting beds will be mulched with hardwood bark mulch to a depth of three (3) inches. Edging and mulching must be completed by April 15th.

1.4 Mowing

- The areas to be mowed are the turf areas located in the center of the parking lot around the interactive fountain (approximately 2,590 sq. feet) and the section of turf located on the south side of the parking lot (approximately 2,500 sq. feet).
- Mowing will be done weekly from March 15th and November 15th to a height of three (3) inches. **All turf clippings are to be bagged and removed.** Clippings must be kept out of the planting beds, off walkways and parking lot. It is **imperative** that clippings are not allowed to enter the inter-active fountain, as damage to the pumps may result.
- All turf area edges will be string trimmed to create a clean, neat, and uniformed look.

1.5 Billing

Invoices should be billed as on location and shall be submitted monthly. Each invoice shall detail the work performed during the month. Application of pesticides shall include the date, product used, and the rate of application. Payments will be made on actual services performed to in accordance with these specifications.

SECTION 2.0 EMMA LEE SPRAY GARDEN

The City-owned Emma Lee Spray Garden is located in historic Jackson Square, along Tennessee Avenue near its intersection with Central Avenue. The garden encompasses approximately 12,800 square feet, with a mix of ornamental plantings and turf areas. This contract will be for trimming of plant material, weeding, edging, mulching, and turf management.

2.1 Hedge trimming

- The holly hedges and burning bushes will be trimmed monthly from May 1st to November 1st.
- All trimmed shrubs should be shaped so that the top is narrower than the base to prevent shading of the lower limbs.
- All clippings are to be removed.
- City staff will maintain all other trees and shrubs.

2.2 Weed control

- As a part of this contract, the planting beds, and the landscaped island along Tennessee Avenue (where the mailboxes are located) and walkways must be kept **weed-free**. Contractors can use a combination of hand weeding, pre-emergent, and post-emergent herbicide applications. Contractor is responsible for ensuring that no damage occurs to the ornamental plant material as a result of herbicide usage. Weed control will begin no later than March 1st.
- A pre-emergent herbicide will be applied to the turf areas each spring and fall to help control broadleaf and grassy weeds.
- To apply herbicides and other pesticides it will be necessary for the contractor to provide proof of possession of a Tennessee State Pesticide Applicator License and Charter.

2.3 Edging and mulching

- **All** ornamental planting beds are to be edged yearly. Care must be taken not to damage the irrigation system while edging. In the event of damage to the irrigation system, Contractor shall notify the Recreation & Parks Department **immediately**.
- Following edging all beds will be mulched with hardwood bark mulch to a depth of three (3) inches. Edging and mulching are to be completed by April 15th.

2.4 Mowing

- The areas to be mowed include the turf areas within the garden. Mowing will be done weekly from March 15th and November 15th to a height of three (3) inches. **The turf is to be mowed with a mulching mower or the clippings are to be bagged and removed.** Clippings must be kept out of the planting beds, off the walkways, and must not be allowed to enter the fountain in the garden, as damage to the pump may result.
- All turf areas will be string trimmed to create a clean, neat, and uniformed look.

2.5 Billing

Invoices should be billed as one location and shall be submitted monthly. Each invoice shall detail the work performed during the month. Applications of pesticides shall include the date, product used, and the rate of application. Payments will be made on actual services performed to in accordance with these specifications.