



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

**Mowing of State Route Medians, City Right-of-Ways, City Easements,
and City Properties
(FY2023-084)**

NON-MANDATORY PRE-BID CONFERENCE

January 19, 2023

11:00 AM, Local Time

at:

**Central Services Complex
100 Woodbury Lane
Oak Ridge, Tennessee 37830**

BID OPENING

January 26, 2023

2:00 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

FY2023-084

January 11, 2023

Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties

Invitation

The City of Oak Ridge is soliciting bids for the mowing services for all City right-of-ways, parcels, state road medians, and islands in accordance with the attached specifications the terms and provisions of the attached sample contract. The City will receive bids for this project until January 26, 2023, 2:00 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.

Non-mandatory Pre-bid Conference

The City shall hold a pre-bid conference on January 19, 2023, 11:00 AM, local time, at the Central Services Complex, 100 Woodbury Lane, Oak Ridge, Tennessee 37830. This pre-bid conference is not mandatory and prospective bidders are not 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 entails the provision of mowing services for all City right-of-ways, parcels, state road medians, and islands in accordance with the attached specifications located throughout the City of Oak Ridge. A detailed description of the work is set forth in Attachment A, 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 unit prices on the attached Unit Price spreadsheet 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 of Specifications, and Sites of Work

Each bidder shall carefully examine the drawings, read the specifications, 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 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 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.

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 returned to them by the City within fifteen (15) consecutive calendar days after executing a contract.

Completion and Performance Bond

Upon a successful bid and contract award, bidder agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under the contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

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.

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 February 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 the week of March 15, 2023. Mowing season shall end on approximately October 31, 2023, unless the parties approve an alternate schedule in writing.

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 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

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 FY2023-084: Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties to be opened January 26, 2023, at 2:00 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: Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties

In compliance with the Invitation for Bids, dated January 11, 2023, 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 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 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

Bidder shall provide unit pricing for the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to perform mowing services for all City right-of-ways, parcels, state road medians, and islands in accordance with Attachment A by completing and submitting the attached Excel spreadsheet. The unit prices shall include all labor, overhead, profit, materials, equipment, etc. Only a single unit price per property shall be given.

B. Additional Information

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.

The remainder of this page intentionally left blank. Signatures on the following page.

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: _____	E-mail: _____
Business Name: _____	Date: _____
Mailing Address: _____	Physical Address: _____

Tax ID Number: _____	

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond of ten percent (10%) of the total bid price.

BID BOND

FY2023-084

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

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

_____ a

corporation duly organized under the laws of the State of _____ (the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (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 the Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties project.

NOW THEREFORE, if the Obligee accepts the bid of the Principal, enters into a contract with the Principal in accordance with the terms of that bid, and the Principal gives such bond in accordance with the Invitation to Bid and Instructions to Bidders—with sufficient surety for the faithful performance of such contract—then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal and the Obligee fail to enter such contract, and if the Principal must pay 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 contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____ 2023.

IN THE PRESENCE OF:

(Seal)

Witness

Principal

Witness

Title

(Seal)

Surety

Title

SAMPLE CONTRACT

Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties

This Contract is executed February 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 to perform mowing services for all City right-of-ways, parcels, state road medians, and islands in accordance with the attached specifications required for the Mowing of State Route Medians, City Right-of-Ways, City Easements, and City Properties, located at throughout the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the project specifications, and the bid of Contractor attached hereto. The City shall furnish Contractor with herbicide as needed. Contractor must request herbicide from the Utilities Operations and Maintenance Manager. Contractor shall be responsible for all other equipment and materials needed to perform the job.

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 on the anticipated start date of March 15, 2023, however work shall not commence until the City issues a Notice to Proceed. Work shall be conducted with the frequency listed in Attachment A. Work shall continue until October 31, 2023, unless an alternate schedule is approved by the parties in writing. This Contract shall renew automatically for five (5) one-year renewal periods (January – December). Either party may elect not to renew this Contract upon written notice to the other party at least thirty (30) days prior to the then-current term's expiration. Time of is the essence for this Contract.

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. If the City makes such adjustments, then Contractor shall have an opportunity to present an adjusted price schedule.
- 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. Defective workmanship shall be grounds for termination of the Contract in accordance with Article 19.

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.

Contractor shall invoice the City monthly for actual services provided. The City shall make payment within 30 days of receipt of such invoice (NET 30).

ARTICLE 8: Rate Adjustment

For every term after the initial term, the per unit prices will be adjusted for each renewal terms by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of November of the previous calendar year, which reflects the unadjusted annual percentage change from the month of November of the prior year. CPI adjustments shall go into effect January 1 of the renewal term year.

ARTICLE 9: 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 10: 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 11: 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 12: Completion and Performance Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Completion and Performance Bond of one hundred percent (100%) of the Contract price with good and sufficient surety acceptable to the City. Contractor shall maintain such bonds during the term of this Contract 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. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

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, Contractor shall provide the City with evidence that Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that Contractor has paid the bond premiums shall accompany the bond.

ARTICLE 13: 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 14: Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 15: 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 16: 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 17: Subcontracting and Assignment

1. Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
2. 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.
3. 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.
4. 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.
5. Nothing in this Contract shall create any contractual relationship between any subcontractor and the City.

ARTICLE 18: 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 19: 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 five (5) 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 20: 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 21: 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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

Approved by Resolution:

COMPLETION AND PERFORMANCE BOND
FY2023-084

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal,
and the _____, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, ("Obligee"), in the sum of:

_____ Dollars \$ _____

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal executed a certain Contract with Obligee dated February 13, 2023, ("the Contract") for the full and complete performance of all labor, materials, supplies, and equipment necessary to mowing services for all City right-of-ways, parcels, state road medians, and islands in accordance with the attached specifications, which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said Contract, including all the obligations thereunder, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

Whenever Principal shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed its obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City's option:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with the terms and conditions, and upon a determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion or any obligations thereunder.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023, IN THE PRESENCE OF:

(Seal)

Witness

Principal

(Seal)

Witness

Surety



ATTACHMENT A: SPECIFICATIONS – MOWING OF STATE ROUTE MEDIANS, CITY RIGHT-OF-WAYS, CITY EASEMENTS, AND CITY PROPERTIES

The selected contractor will provide mowing services for the City of Oak Ridge in accordance with the attached specifications and site descriptions.

SECTION 1.0 General Specifications

- 1.1 Contractor is responsible for ensuring the safety of people, pets, and personal property located in the vicinity of the mowers. Operators are responsible for ensuring that clippings are discharged in a safe manner. Mowing equipment is to have all safety guards in place. Contractor is liable for any injuries or damages resulting from mowing practices.
- 1.2 Litter, including paper, cans, bottles, and other debris shall be picked up and properly disposed of prior to mowing. Any larger items discovered (for example, but not limited to, furniture, mattresses, or television sets) that requires more than one person to move will be picked up by the Public Works Department. Contractor shall notify the Utilities Operations and Maintenance Manager in a timely manner and inform him of the issue and location. The City shall provide Contractor a location to dispose of the trash and debris that is removed from the City's right-of-ways.
- 1.3 All signposts, utility poles, electric transformers, buildings, fences, sidewalks, curbs, trees, and flower beds will be trimmed (string trimmer) at the same time the location is mowed.
- 1.4 Extra care should be taken when operating a mower or string trimmer around trees and shrubs. Damage or death of trees and shrubs may result if plants are hit with the mower deck or trimmer. Contractor will be held responsible for tree and shrub damage that is the result of careless mowing and trimming practices. Trees damaged by mowers or string trimmers will be replaced by the City at Contractor's expense (time & materials).
- 1.5 Established mowing boundaries must be maintained. Invasive plants must be kept back and not allowed to encroach into the turf area. Contractor is expected to cut vegetation that can be cut with a mower or bush hog such as grass and kudzu. Contractor shall notify the City of any problem areas where the brush or trees are taking over the normal cut path.
- 1.6 The City may adjust mowing frequencies at any or all locations with no less than thirty (30) days' notice, to meet budgetary and other needs.
- 1.7 Contractor will be given access to any locked facility either by lock combination or key access. Contractor will be responsible for the security of keys and lock combinations. All facilities are to be secured before Contractor leaves the site.
- 1.8 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. Contractor shall maintain all fence lines owned by the City of Oak Ridge as to removal of all vegetation and trimming of same.
- 1.9 While mowing and trimming all City property, Contractor shall trim the top of all curb lines and at construction joints, top of curb and/or storm grating inlets. Contractor shall trim all

vegetation around structures to a distance of at least three feet (3') at each headwall or guardrail in mowing area.

- 1.10 Contractor shall not expel grass clippings 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, Contractor will be required to revisit the area and clean up all such clippings in a timely manner. If Contractor continues to expel grass clippings onto the roadway, sidewalks, fences, etc., the City may invoke a fine of \$100 per occurrence.
- 1.11 Contractor may use herbicides to control growth around permanent objects; however, permission from City of Oak Ridge Public Works Department Operations Manager or his designee must be obtained prior to use. Each specific application and area must receive separate approval. Contractor will be furnished the herbicide to control any growth. No other herbicide shall be used without written approval from Public Works. Herbicide shall not be applied directly to water or to areas where surface water is present. Each specific application and area must receive separate approval from Public Works.
- 1.12 Contractor shall not mow in high visibility areas (as defined on the attached Unit Price Spreadsheet) during or following a heavy dew or rainfall unless Contractor immediately removes excess piled grass clippings from these areas.
- 1.13 Contractor must allow for one-man and machinery, plus a string trimmer, to cut right-of-ways monthly for approximately four (4) days. The Public Works Operations Manager will provide a list of these properties to Contractor each month.
- 1.14 Mowers shall be checked daily for straight blades for a uniform level cut and proper cut height of two and a half to three inches (2.5" to 3"), unless noted for a particular location.
- 1.15 Contractor shall not cut the right-of-way on steep slopes and grass medians using a tractor or mower during wet conditions. Failure to adhere to this requirement will result in Contractor being responsible for the cost of replacing any soil, sod, or other damage to the area.
- 1.16 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 for any area. Contractor shall have the liberty of mowing City property in high visibility areas on a more frequent schedule than stated if necessary and if prior approval is obtained from Public Works. The weather will be the primary reason for such altering of the printed schedule.
- 1.17 Contractor understands and acknowledges that it must keep detailed and accurate mowing records when frequencies are increased at the beginning of the contract or when weather dictates to ensure the City has enough budgeted funds cover mowing and trimming costs. Generally, the first forty-five (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 Contractor to choose mowing frequencies of various areas. The City and Contractor shall stay in regular communication by phone as well as site visits on a frequent basis.
- 1.18 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.

- 1.19 The term "one pass with a power mower" is defined as a minimum of sixty inches (60") in width.
- 1.20 Contractor shall be responsible for all of its employees' actions while mowing the City's right-of-ways and bear any cost of damages to City property by its employees.
- 1.21 Contractor shall furnish at two-week intervals a list of cuts performed in the previous two weeks to the Public Works Operations Manager.
- 1.22 If Contractor encounters or anticipates and problems, or potential problems, in the performance of its duties, Contractor shall notify Public Works immediately. The City shall attempt to reach a mutually beneficial solution. Contractor shall invoice separately monthly mowing invoice any extra areas that the City requests to be mowed.
- 1.23 Contractor shall include a list of equipment to be used in the performance of its duties. The list shall include manufacturer's name, year manufactured, size, model, and disposition of equipment as to owned, leased/rented, to be purchased, or other status. Contractor shall give its established place of operation by location; a rural route or post office box will not be acceptable.
- 1.24 Contractor shall include a list of employees and their years employed by Contractor. A list of references pertaining to previous work of this nature and total number of years Contractor has been in the contract mowing type of business. By submitting this bid, Contractor understands and acknowledges that the City of Oak Ridge may perform a background check of Contractor's employees.
- 1.25 Utilizing the included mowing schedule for FY2023, Contractor shall provide amount per cut and total cost per year of each cut on the attached Unit Price spreadsheet. Contractor shall total all cuts by each category and total all categories to a final total for the anticipated contract year. Contractor shall assume the following estimated number of cuts per year:

Frequency	Estimated Annual Number of Cuts
7-Day	33
10-Day	23
24-Day	17
21-Day	12
Monthly	8

SECTION 2.0 Mowing Site Descriptions

Medians: Contractor shall mow median strips as noted on the attached schedule sheet. Safety is of the up most importance. Contractor shall provide all traffic warning signs, beacons, and vehicles required to make mowing the medians safe. Contractor shall adopt the latest requirements for traffic work zone safety as noted in the Manual on Uniform Traffic Control Devices (MUTCD) latest edition.

State Roads: Contractor shall mow and trim on state roadways to the full extent of the right-of-way or to any permanent obstruction such as fence lines, buildings, tree lines, gardens, etc. State right-of-way distances may vary from one area to another on the same highway.

Right-of-Ways: Contractor shall mow and trim on right-of-ways from back of curb or edge of pavement to the full extent of right-of-way or to any permanent obstruction such as fence lines, buildings, tree lines, gardens, etc. Street right-of-way distances may vary from one area to another on the same street.

Ditch Mowing: Contractor shall mow, weed eat and clean all vegetation in the ditch on South Illinois Avenue between Vanderbilt and Oak Ridge Turnpike at least four times per year. The limits shall be forty feet (40') south of the Vanderbilt Bridge to the turn in the East Fork Poplar Creek in a westerly direction.

Islands: All islands shall be trimmed at the curb line and in all construction joints. All permanent objects on islands shall be trimmed with a string type trimmer. Any foreign items on the island such as signs, brush, etc., shall be removed and disposed of by Contractor.

Bridges: Contractor shall clear brush from all bridge abutments and approaches to a minimum of two (2) passes. Where the right-of-way is mowed adjacent to bridges, the clearing shall match the right-of-way mowing. No herbicide shall be used if surface water is present.

EPA Administrative Order Requirements: Requirements of the EPA Administrative Order issued to the City of Oak Ridge contains the clearing and maintenance of sewer easements and forcemains. This work may be performed during the months of November through March and will be completed by sewershed and minibasin. Maps of the sewer easements and forcemains will be provided to the potential bidders upon request.