



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2018-121

JACKSON SQUARE LANDSCAPING MAINTENANCE (EMMA LEE SPRAY GARDEN, JACKSON SQUARE PARKING LOT, AND LOWER BLANKENSHIP FOOTBALL FIELD PARKING LOT)

NOTE: MANDATORY PRE-BID CONFERENCE & SITE
INSPECTION: Jackson Square Parking Lot (243
Broadway Avenue) on January 23, 2018 at 10:00 a.m.,
Local Time

BID OPENING

February 6, 2018
2:00 p.m., Local Time

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

Telephone: (865) 425-1819
Email: lmajeski@oakridgetn.gov
Attn: Lyn Majeski

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

FY2018-121

January 5, 2018

Project: Jackson Square Landscaping Maintenance – Emma Lee Spray Garden, Jackson Square Parking Lot, and Lower Blankenship Football Field Parking Lot

Invitation

Sealed bids will be received by the City of Oak Ridge until 2:00 p.m., local time, February 6, 2018, then publicly opened in the Central Services Complex Finance Department Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract, and the attached General Information and Specifications.

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

Scope of Work

Please see attached Landscape Maintenance Specifications.

Mandatory Pre-Bid Conference (Site Inspection)

A mandatory pre-bid conference will be held on January 23, 2018, at 10:00 a.m., local time, starting at the Jackson Square Parking Lot located at 243 Broadway Avenue, Oak Ridge, Tennessee 37830.

Prospective Bidders are required to attend this conference in order to submit a bid. Please contact Lyn Majeski at (865) 425-1819 if directions to the site are needed.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than six (6) days prior to the bid opening date in order to give sufficient time for responses to be sent to all prospective bidders.

Prices

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

Withdrawal of Bids

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

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid. Tennessee Code Annotated § 50-9-113 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 to submit this affidavit. In the past, the State has considered landscaping services to be construction services. If this affidavit is not applicable to your business based upon number of employees, please indicate such on the form.

Rejection of Bids

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

References

Upon request, each Bidder shall furnish references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

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

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Competency/Behavior of Employees

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, 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.

Method of Work

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

Bidders Interested in More than One Bid

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

Insurance

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

Award of Contract

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

City Officers and Employees Not To Have Financial Interest

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

Compliance with All Laws, Ordinances, Statutes, and Regulations

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

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 smoking (including e-cigarettes) and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

Completion and Performance Bond, and Labor and Material Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

Bid Submittal Instructions

Each bid must be submitted in a sealed envelope marked and addressed 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 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 as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: Sealed bid for "FY2018-121: Landscape Maintenance Project to be opened February 6, 2018 at 2:00 p.m., local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

FY2018-121 BID FORM

Project: Jackson Square Landscaping Maintenance – Emma Lee Spray Garden, Jackson Square Parking Lot, and Lower Blankenship Football Field Parking Lot

In compliance with the Invitation for Bids, dated January 5, 2018, the undersigned Bidder:

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

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

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

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

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

(Continued)

Emma Lee Spray Garden

	<u>Unit cost</u>	<u>Frequency</u>	<u>Yearly Cost</u>
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

	<u>Unit cost</u>	<u>Frequency</u>	<u>Yearly Cost</u>
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:			\$ _____

(Continued)

Lower Blankenship Football Field Parking Lot

	<u>Unit cost</u>	<u>Frequency</u>	<u>Yearly Cost</u>
MOWING:	\$ _____	X 36	\$ _____

LOCATION YEARLY TOTAL: \$ _____

COMBINED YEARLY TOTAL:

Emma Lee Spray Garden, Jackson Square Parking Lot, and
Lower Blankenship Football Field Parking Lot: \$ _____

The bid price shall be effective for at least ninety (90) days after the bid opening date.

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

By: _____
Signature

Telephone #: _____

Name: _____

Fax # _____

Title: _____

Email: _____

Business
Name: _____

Date: _____

Mailing
Address: _____

Physical
Address: _____

Tax ID Number: _____

TN Contractors
License Number: _____
(if applicable)

NOTE: In accordance with the Invitation to Bid, the following information is attached to the bid: Drug-Free Workplace Affidavit.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

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

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

Further affiant saith not.

Principal Officer

State of _____)
)ss.
County of _____)

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

Witness my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____.

CONTRACT

FY2018-121

This Contract entered into this _____ day of _____, 2018, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and

_____,
a _____, hereinafter called the "Contractor."

WITNESSETH

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

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the landscape maintenance for Emma Lee Spray Garden, Jackson Square Parking Lot, and Lower Blankenship Football Field Parking Lot for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, General Information and Specifications, and the bid of the Contractor attached hereto.

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

ARTICLE 2 – Term and Renewal Options

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2018, with up to four (4) additional calendar year renewal options upon mutual consent of both parties. For accounting purposes, renewals shall occur automatically unless either party submits written notice to the other of the intent to not renew. If the Contractor desires to not renew the contract, such notice shall be sent to the City at least sixty (60) days prior to expiration of the current term.

ARTICLE 3 – Changes

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

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

ARTICLE 4 – Inspections and Defective Work

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

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

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

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

ARTICLE 5 – Site Investigation

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

ARTICLE 6 – Delays, Damages

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

ARTICLE 7 – Payment

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

ARTICLE 8 – Final Payment

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

ARTICLE 9 – Rate Adjustment

Upon renewal, the unit prices will be adjusted accordingly (increased or decreased) for each renewal term by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of February of the current year, which reflects the unadjusted annual percentage change from the month of February of the prior year.

ARTICLE 10 – Indemnification by Contractor

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

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

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

ARTICLE 11 – Rate of Progress

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

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

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

ARTICLE 13 – Insurance

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

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

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

1. Comprehensive General Liability:

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

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

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

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

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

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

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

ARTICLE 14 – Permits and Licenses

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

ARTICLE 15 – Subcontracting and Assignment

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

ARTICLE 16 – Superintendence by the Contractor

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

ARTICLE 17 – Termination

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

ARTICLE 18 – Termination of Contract for Cause

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

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

ARTICLE 19 – Anti-Discrimination

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

ARTICLE 20 – Personnel

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

ARTICLE 21 – Reports and Information

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

ARTICLE 22 –Completion and Performance Bond

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

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

ARTICLE 23 – Governing Law

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

(signature page follows)

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

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

City Manager

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications
Bid Documents
Contractor's Bid

LANDSCAPE MAINTENANCE SPECIFICATIONS

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. The garden is managed in cooperation with the Oak Ridge Garden Club, which maintains the two center beds and the butterfly garden. This contract will be for trimming of plant material, weeding, edging, mulching and turf management.

SCOPE OF WORK:

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.

Weed control

- As a part of this contract, the planting beds (with the exception of those maintained by the Garden Club), the landscaped island along Tennessee Avenue (where the mail boxes are located) 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 ornamental plant material as a result of herbicide usage. Weed control will begin no later than March 1st.
- The delineation between the upper perimeter beds include in this contact and the upper bed maintained by the garden Club will be the stepping stone walkway adjacent to the fountain.
- A pre-emergent herbicide will be applied to the turf areas each spring and fall to help control broadleaf and grassy weeds.
- In order to apply herbicides and other pesticides it will be necessary for the contractor to provide proof of possession of a TN State Pesticide Applicator License and Charter.

Edging and mulching

- **ALL** ornamental planting beds are to be edged yearly. This includes the beds maintained by the Oak Ridge Garden Club. Scheduling of edging must be coordinated with City staff and the garden club so that the Club can schedule their maintenance accordingly. Care must be taken not to damage the irrigation system while edging. In the event of damage to the irrigation system, the contractor is to 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.

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 and off of 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.

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 inter-active 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 a 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.

SCOPE OF WORK:

Shrub trimming

- The abelia bushes will be trimmed three (3) times a 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 liriopse ground cover in the first week of December.
- All clippings are to be removed.
- City staff will maintain all other trees and shrubs.

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 inter-active fountain as a result of herbicide usage.
- A pre-emergent herbicide will be applied to turf areas each spring and fall to help control broadleaf and grassy weeds.
- In order to apply herbicides and other pesticides it will be necessary for the contractor to provide proof of possession of a TN State Pesticide Applicator License and Charter.

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.
- Care must be taken not to damage the irrigation system. Drip line is present in all planting beds. In the event of damage to the irrigation system, the contractor is to 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.

Mowing

- The areas to be mowed are the turf areas located in the center of the parking lot around the inter-active fountain (approximately 2,590 sq. ft.) and the section of turf located on the south side of the parking lot (approximately 2,500 sq. ft.).
- 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.

LOWER BLANKENSHIP FOOTBALL FIELD PARKING LOT

The City-owned Lower Blankenship Field Parking Lot is located south of Blankenship Football Field, north east of Jackson Square Parking Lot and north of Broadway Avenue. The contract will be for turf management of all turf areas located inside the sidewalk surrounding the parking lot and the bank between the sidewalk and Broadway Avenue.

SCOPE OF WORK:

Mowing

- Mowing will be done weekly from March 15th and November 15th to a height of three (3) inches. All turf areas will be bagged mowed and clippings removed. Clippings must be kept off parking lot area, walkways and along Broadway Avenue. All turf edges will be string trimmed to create a clean, neat and uniformed look.
- Care must be taken not to damage vehicles that may be present. Contractors are liable for any damages resulting from maintenance practices.
- Parking lot gutters are to be kept free of clippings and debris.

BILLING – APPLICABLE TO ALL LOCATIONS

Invoices for each location shall be submitted on a monthly basis and 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.