

CITY OF SPRINGFIELD
PUBLIC WORKS DEPARTMENT
2809 CLINARD DRIVE
SPRINGFIELD, TENNESSEE 37172
615-384-2746
www.SpringfieldTN.Gov

BID #1249

PROPOSAL for
MOWING CONTRACT #PW2304
for **RIGHTS-OF-WAY AND LITTER REMOVAL**

Bid Opening:
2:45 PM, June 28, 2023

**PUBLIC NOTICE
INVITATION TO BID #1249**

The City of Springfield Public Works Department will be accepting sealed bids for the following:

MOWING CONTRACT #PW2304
for Rights-of-Way and Litter Removal

Bid documents may be downloaded from www.springfieldtn.gov. Contact Clayton Moore, Director of Public Works at 615-384-2746 for additional information. Reference Bid #1249 on the outside of the sealed envelope. Sealed bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by **2:45 p.m., local time, Wednesday, June 28, 2023**. The City of Springfield reserves the right to reject any and all bids.

Lisa H. Crockett
City Recorder

CITY OF SPRINGFIELD
Public Works Department

BID #1249

MOWING CONTRACT #PW2304
for RIGHTS-OF-WAY AND LITTER REMOVAL

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INVITATION TO BID

BID #1249

The City of Springfield Public Works Department will be accepting proposals for mowing and litter removal of certain rights-of-way within the City of Springfield.

Proposals will be received until **2:45 p.m., local time, Wednesday, June 28, 2023**, at which time and place sealed proposals will be publicly opened and read aloud. Fax proposals will not be considered. Proposals should be directed to the attention of:

Office of the City Recorder
405 North Main Street
Springfield, Tennessee 37172
615-382-2200

Bid proposal may be downloaded from www.springfieldtn.gov.

If the Grand Total amount of the proposal submitted is \$25,000 or more, the Contractor shall be required to be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Bid proposal book ***shall not taken apart*** and shall be enclosed in a sealed envelope with all applicable forms completed. Each envelope shall bear on the outside the following: **bid number, bidder's name, the date and time of the bid opening and the project name and/or contract number**. Failure to show these items on the outside of the envelope will result in the bid being returned to the bidder unopened.

The City of Springfield reserves the right to extend this contract with the mutual consent of both parties. Addenda to the proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection. The City of Springfield will not hold retainage. In addition, the contractor will not be able to hold retainage from the subcontractor.

It shall be the bidders' responsibility to confirm that the proposal bid contains all the documents indicated in the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the Public Works Department.

The City of Springfield reserves the right to reject any and all bids.

NOTICE TO BIDDERS

Title VI of the Civil Rights Act of 1964

It is the policy of the CITY OF SPRINGFIELD to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The City complies with Title VI of the Civil Rights Act of 1964. Title VI requires that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

Further, the CITY OF SPRINGFIELD agrees to comply with the Department of Transportation Implementing Regulations (49 CFR Part 21).

Any person who believes they have been discriminated against should contact Candice Tillman, Title VI Coordinator, at Springfield City Hall.

The Tennessee Department of Transportation (TDOT) requires that recipients of federal and state funding maintain records of the ethnic and gender groups who are awarded bids on these projects.

For Title VI compliance purposes, we ask for voluntary disclosure of the following information:

Gender:	Male _____	Female _____
Race:	Caucasian _____	
	African American _____	
	Hispanic _____	
	Other (please specify) _____	

NOTICE TO BIDDERS

Disadvantaged Business Enterprise Policy

It is the policy of the CITY OF SPRINGFIELD that Disadvantaged Business Enterprises (DBE's), to affirmatively ensure that any contract entered into pursuant to this contract, DBE's will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex, or disability in consideration for an award.

All contractors providing professional services for the CITY OF SPRINGFIELD shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of age, race, color, religion, national origin, sex, or disability in the award of subcontracts.

NOTICE TO BIDDERS

Drug Free Workplace Policy

The CITY OF SPRINGFIELD is a Drug Free Workplace and requires all contractors with “no less than five (5) employees receiving pay who contract with the city to provide services”, to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for services with any employer who has not provided the affidavit of compliance.

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 SPRINGFIELD** to
provide construction services, hereby states under oath as follows:

1. 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 T.C.A. § 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 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 Annotated*.
3. The **COMPANY** is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT SAYETH NOT.

Principal Officer

STATE OF _____

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.

SUBSCRIBED AND SWORN to me before this _____ day of _____, 20_____.

(SEAL)

Notary Public

My Commission Expires: _____

NOTICE TO BIDDERS

IRAN DIVESTMENT NOTICE

Tennessee Code Annotated § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offerors pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list, please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: May 4, 2022

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

L

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran
(Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery
Import- Export Corporation
(CPMIEC)
10. ChinaOil (China National United
Oil Corporation)
11. China National Offshore Oil
Corporation (CNOOC)
12. China National Petroleum
Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co.
(NITC)
17. Oil and Natural Gas Corporation
(ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela
(PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine
Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China
Petroleum & Chemical
Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International
United Petroleum & Chemicals
Co., Ltd.)
31. Zhuhai Zhenrong Co.

IRAN DIVESTMENT ACT

“By the 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 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 a person included within the list created pursuant to § 12-12-106.”

Signature of Owner or Corporate Officer

Date

Title

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the City, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

1. The CONTRACTOR hereby attests, certifies, warrants, and assures that the CONTRACTOR shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract. The CONTRACTOR shall reaffirm this attestation, in writing, by submitting to the City a completed and signed copy of the "Attestation Form" provided by the City semi-annually during the period of this contract. Such attestations shall be maintained by the CONTRACTOR and made available to the City upon request.
2. Prior to the use of any subcontractor in the performance of this contract, and semi-annually thereafter, during the period of this contract, the CONTRACTOR shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this contract. Attestations obtained from such subcontractors shall be maintained by the CONTRACTOR and made available to the City upon request.
3. The CONTRACTOR shall maintain records for all personnel used in the performance of this contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the City.

The CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the City to prohibit a CONTRACTOR from contracting

with, or submitting an offer, proposal, or bid to contract with the City to supply goods or services for a period of one year after a CONTRACTOR is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For purposes of this CONTRACT, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the CONTRACT.

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Contract Number:	
Contractor Legal Entity Name:	
Federal Employer Identification or Social Security Number:	

The CONTRACTOR, identified above, does hereby attest, certify, warrant, and assure that the CONTRACTOR shall not knowingly utilize the services of an illegal immigrant in the performance of this CONTRACT and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this CONTRACT.

SIGNATURE _____ **DATE** _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the CONTRACTOR. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the CONTRACTOR.

PROVISION

REGARDING

REMOVAL AND DISPOSAL OF LITTER

Description. This work shall consist of removal and disposal of litter from the entire highway rights-of-way (fence to fence where applicable), including shoulders and excluding the travel lanes. For the purpose of this contract, litter is defined as trash, garbage and refuse of the following type: paper, plastic, bottles, cans, wood, tires or portions of tires, metal products, etc.

Equipment. The CONTRACTOR shall furnish all necessary equipment for the satisfactory performance of the work. All vehicles used on the project will be equipped with at least two 6" diameter flashing amber lights, visible in both directions and with a covering device to prevent the litter from being blown from the vehicle.

Work Schedule. The litter removal for each section of road shall be accomplished on a schedule that will assure that the spacing between the beginnings of each cycle is constant throughout the entire life of the contract. For example, if there are 26 cycles to be accomplished they are to be started and completed every two weeks. The maximum cycle time allowed for sections with fewer than 12 cycles shall be 30 days. The CONTRACTOR shall supply sufficient resources to accomplish the work during the allotted cycle time. Bagged litter shall be removed daily from the rights-of-way.

Acceptance of Work. The Public Works Department may accept a portion of the project before the entire project is completed. Such portion(s) shall be of reasonable length as determined by the Director, and shall be clean and free of litter when the inspection is made.

Warning Signs. The CONTRACTOR shall furnish portable signs in accordance with the "Manual on Uniform Traffic Control Devices" to notify the traveling public of the litter pickup operations. The CONTRACTOR shall place these signs on the highway during the litter pickup operation and remove them immediately after the operation ceases. Signs at the beginning point shall be 48" by 48", diamond shaped, with black letters on an orange background with a black border with eight-inch-high letters. Signs at the ending points shall be G20-2A, and be 48" by 24" in size. These signs shall be dual mounted, one on each shoulder, for both directions of travel.

Method of Measurement. Litter pickup and disposal will be measured by the cycle per area. Measurement will be of the project including bridges, and such single measurement shall include removal and disposal of all litter on interchanges, city maintained cross roads, and service roads within the lateral limits of the rights-of-way excluding the travel lanes. All litter collected shall be disposed at the Public Works Department.

Basis of Payment. Removal and disposal of litter will be paid for at the contract unit price per cycle per area, which shall be full compensation for the performance of the work in accordance with the stipulations, provisions and requirements contained herein.

PROVISION

REGARDING

RIGHTS-OF-WAY MOWING

Description. This work shall consist of mowing the rights-of-way for vegetation control in accordance with the Specifications and as directed by the Director of Public Works. A mowing cycle shall be one complete mowing of the area designated within this proposal.

General. All mowing shall be performed to the satisfaction of the Director. The height of the mowing shall be 4 inches. The CONTRACTOR shall mow only those areas that are designated as mowable, including a *minimum of 15 feet behind all guardrails or as far as the arm on the tractor will reach*, and shall exercise extreme care not to damage trees, plants and shrubs, which are designated by the Director to remain. The CONTRACTOR shall mow as close as practicable to all fixed objects. Hand trimming may be required atop earth berms, guardrails, and within all rip rap areas and shall be performed concurrently with the mowing operation. In addition, hand trimming around all fixed objects, including but not limited to earth berms, guardrails, utility installations, mailboxes, delineators, sign posts, wildflower plots, bridge abutments and bridge piers, is required and shall be performed concurrently with the mowing operation, preferably within the same work zone. The CONTRACTOR shall not apply chemicals, unless otherwise specified under general notes, nor bale mowed vegetation under this contract. See the General Notes regarding the special types of mowing, the number of cycles and incidentals.

Time and Frequency Mowing. The number of mowing cycles will be indicated in the proposal, but may be increased or decreased by the Director. In addition, the Director may require a partial mowing cycle at certain locations due to critical sight distances or other reasons. A mowing cycle will be considered complete when all mowing and hand trimming is complete to the satisfaction of the Director.

Mowing shall be performed only during the hours of daylight Monday through Saturday, or as directed by the Director. When mowing within 12 feet of the shoulders of the main lanes, mowers with rear or left discharge shall be operated in the opposite direction of traffic and mowers with right discharge shall be operated in the direction of traffic. Flaggers may be required and all needed safety precautions shall be taken when it is necessary for equipment to cross the main traffic lanes.

Equipment. Prior to beginning work, the CONTRACTOR shall certify to the Director that the equipment to be used on this project is suitable for mowing at all locations designated herein to be mowed and further that all equipment used in the work will be maintained in safe operating condition at all times. Any equipment that the Director determines to be unsuitable for use or hazardous to highway users shall not be used in the work. Sufficient equipment and accessory items necessary for efficient operation and completion of the cycle in the designated time shall be provided.

Rotary or flail type mowers will normally be required in the mowing of all rights-of-way. Sickle mowers may be used around bridges, culverts, sign posts, mailboxes, delineators, guardrail, etc., when approved by the Director. No disc type mowers will be allowed. Other types of grass-cutting equipment may be used, provided the equipment has been approved by the Director prior to use. Slope (extension arm boom) mowers will be required on all routes for mowing the 5 feet behind guardrails and for any other requirements as noted. Mowing behind guardrail is included in the cycle per area mowing quantities.

All rotary mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower. Chains shall be a minimum of 5/16 inch in size and links spaced side by side around the mower's front, sides and rear. Chains shall be spaced at no less than twelve (12) strands per foot and shall be laced horizontally one row from the bottom with 1/4" steel cable secured by cable clamps on each end. When sitting on level ground, at a level cutting height of seven (7) inches, the chains shall be long enough to drag the ground. Flaps or semi-rigid guards will not be allowed as a substitute for chains. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches.

Tractors shall be equipped so as to conform to prevailing Occupational Safety Health Act Standards, including flashing amber lights and slow-moving equipment emblems. While equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous place more than 30 feet from edge of pavement or as directed by the Director. Under no circumstances shall mowers be parked or stored on medians less than 100 feet wide.

On routes measured by the acre where the mowing limits are narrow and configured in such a manner that batwing mowing equipment cannot be operated with all sections of the mowers in the down position at all times, the use of batwing mowers is prohibited. If used, when batwing mowers are being moved from one site to another under their own power with the mowers raised, the mower shall be disengaged from the PTO shaft.

Warning Signs. The CONTRACTOR shall furnish portable signs in accordance with the "Manual on Uniform Traffic Control Devices" to notify the traveling public of the operations of mowing equipment. The CONTRACTOR shall place these signs on the highway during the operation of mowers and remove them immediately after the operation ceases. Signs at the beginning point shall be 48" by 48" in size, diamond shaped with black letters on an orange background with a black border with eight-inch-high letters. Signs at the ending points shall be G20-2A signs, 48" by 24" in size. These signs shall be dual mounted, one on each shoulder, for both directions of travel.

The CONTRACTOR shall be required to have the company name and phone number on all tractors and work zone support vehicles in a location that is visible to the public. The lettering for the company name and phone number shall be a minimum height of three inches (3").

Damage to Property. The CONTRACTOR shall carry on his operation in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators or other structures. The CONTRACTOR shall not mow during wet conditions where turf damage or ruts would occur. In the event damage occurs to the rights-of-way by reason of mowing operations, the CONTRACTOR shall replace or repair same at his own expense in like kind and as directed by the Director. If damaged property resulting from the CONTRACTOR's operations has to be repaired or replaced by the Department, the cost of such work shall be deducted from monies due the CONTRACTOR.

The CONTRACTOR shall take the necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include, but is not limited to trees, shrubs, fences, mail boxes, structures, vehicles and any other property which may be damaged by the mowing operation. Payment of estimates may be withheld until damaged property has been repaired or replaced.

The CONTRACTOR shall respond to all claims of damage from the public within 72 hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the Public Works Department to preclude the CONTRACTOR from performing work on future projects.

Liability Insurance. The CONTRACTOR shall further provide for public protection by carrying a minimum of one million dollars (\$1,000,000) liability insurance.

Proof of such insurance (certificate of insurance) shall be submitted to and approved by the Public Works Department prior to execution of the contract and when requested by the Director. If the CONTRACTOR fails to furnish the certificate of insurance within ten (10) working days after receipt of the notice of award, or when requested, the OWNER may, in its sole discretion, cancel the award of contract and require that the bid security provided by the CONTRACTOR be forfeited.

The liability insurance policy shall be maintained for the duration of the project. The parties hereby agree that failure to maintain liability insurance shall constitute a material breach of the agreement. The CONTRACTOR shall provide the Director proof of a new policy prior to expiration of the current policy. The CONTRACTOR shall be considered in default at any time this insurance is canceled, terminated or allowed to expire prior to completion of the contract. The CONTRACTOR shall give the OWNER thirty (30) days written notice of his or his insurance carrier's intent to terminate the policy.

Method of Measurement. Mowing shall be measured by the cycle per area based on the quantities shown on the unit price contract. Each mowing cycle or partial cycle will be measured separately. A cycle includes all of the mowing shown on the unit price contract per area.

Basis of Payment. The accepted quantities of mowing will be paid for at the contract unit price per cycle per area, for actual work done.

SPECIAL PROVISION

REGARDING

PROJECT COMPLETION AND LIQUIDATED DAMAGES

Mowing. The Director of Public Works will notify the CONTRACTOR in writing at least (5) days prior to the beginning of each mowing cycle. For each working day after the CONTRACTOR begins mowing, or after (7) calendar days from the date specified for the mowing cycle to begin, whichever is earlier, that the Contractor does not maintain a continuous mowing operation, the sum of **\$100.00 per Calendar Day, shall be deducted from monies due the CONTRACTOR, not as a penalty, but as liquidated damages.** Each mowing cycle shall be as indicated in the General Notes. Work shall begin on the date specified by the Director and shall be a continuous operation. Working days are defined in Section 101.60 of the Standard Specifications for Road and Bridge Construction. Any liquidated damages charged for failure to begin each mowing cycle, within the time specified, or for failure to maintain a continuous mowing operation shall be in addition to any liquidated damages charged for failure to complete the mowing cycle within the specified working days.

The City of Springfield reserves the right to perform any mowing within the limits of this contract whenever the Department determines that such work is in the public's interest and safety. Failure of the CONTRACTOR to promptly perform the work may result in the work being performed by others, after the 48-hour written notice to the CONTRACTOR and at his expense in accordance with Subsection 107.13, Standard Specifications for Road and Bridge Construction.

Litter Removal. The number of cycles to be completed during the life of the contract will be noted by the Proposed Quantities. For example, twelve (12) cycles require monthly completions, and twenty-six (26) cycles require completions once every two weeks. Each litter removal cycle shall be a continuous operation once started until completion. Each cycle shall be as directed by the Director of Public Works.

Any liquidated damages assessed for failure to complete litter removal within stated cycle, shall be cumulative. This shall be addition to any liquidated damages assessed due to failure to complete.

SPECIFICATIONS and CONDITIONS

Work is to be performed according to Special Provisions Regarding Rights-of-Way Mowing and the Removal and Disposal of Litter as a part of this document. Litter may be disposed at the Public Works Department Facility, 2809 Clinard Drive, Springfield, Tennessee. See Bid for Unit Price Contract for Mowing Cycles.

AREAS

- 1) **William. A. Batson Parkway** (median only) – from US 431 to Black Patch Dr is an appearance cut and the standard cut by a bush hog will not be acceptable. Further, the fourteen (14) island planters and trees at bridge shall be checked during each cycle and following items addressed if deemed necessary. Ensure that beds are weed and litter free.
- 2) **Tom Austin Highway Areas** (US 431) at
 - a. Intersection at Memorial Blvd (US 41) – All the rights-of-way within the chain link fence beginning at the south side of Memorial Blvd extending south to first driveway on each side is an appearance cut with litter removal.
 - b. At Memorial Blvd (US 41) beginning at traffic signal and extending to Quarry Road– Appearance cut with litter removal.
 - c. From Mooreland Annex to William. A. Batson Parkway – Mow, weedeat and litter removed five feet back of sidewalk on both sides of highway.
- 3) **Meadowbrook Drive Guardrail** – The area in back of guardrail to toe of slope or edge of City rights-of-way is an appearance cut and litter removal.
- 4) **Public Works Facility**, 2809 Clinard Drive – Appearance cut, litter control, weed eat, mulch areas, area inside facility, fuel pumps and on north side of Clinard Dr from Public Works fence to Bill Jones Industrial Dr. Bidders are to inspect site with Director.
- 5) **Downtown Areas** at
 - a. 5th Ave – from Memorial Blvd to Connell St .
 - b. Greenway sidewalk – Main St from 8th Ave to 9th Ave, from Main St through public parking area to 7th Ave, Locust St from 4th Ave to 7th Ave are appearance cuts with litter control and weed mulched areas.
- 6) **Mooreland Estates Detention Area** – Appearance cut, litter removal, weed eat as needed all detention areas, slopes, and top of banks (Limits from detention area to edge of the roadway and/or to adjacent property boundaries).
- 7) **Autumnwood Detention Area** – Appearance cut, litter removal, weed eat as needed all detention areas, slopes, and top of banks (Limits from detention area to edge of the

roadway and/or to adjacent property boundaries).

- 8) **Queen Ann Court Detention Area, Dry Conditions** – Appearance cut, litter removal, weedeat as needed (headwalls, fence, plants, etc.), all of the detention area, slopes, and top of banks. (Limits from detention area to edge of the roadway and/or to adjacent property boundaries, railroad embankment).
- 9) **Queen Ann Court Detention Area, Wet Conditions** – Outside fence only is appearance cut, litter removal, weedeat as needed (fence, plants, etc.) all of the area outside of fence and slopes inside of fence and top of banks. This item is to be used when the bottom of detention facility is too wet to mow.
- 10) **Weed Eat Slopes** – Northeast corner of intersection of Holman Ln and Allison Ln (as located by City).
- 11) **Weed Eat Slopes** – Slope on creek bank 524 North Pawnee Dr (as located by City).

The City shall negotiate cost for any replacement plants, fertilizer, fungicide, herbicides, insecticide, etc. not specified in the bid items and negotiate the cost of labor to install plants/trees, only. The successful CONTRACTOR must receive prior approval from the OWNER before purchasing any of these items. All excess materials trimmed, etc. are to be collected and disposed of properly as approved by the Director.

CONDITIONS

1. Beginning at the date of notice to proceed, as requested by the Public Works Department, work shall commence within ten (10) working days after receipt of request to mow or litter collection by the OWNER.
2. Successful CONTRACTOR shall provide OWNER with Certificate of Insurance including the following:
 - a. General Liability – \$ 1,000,000
 - b. Workman’s Compensation – unless exempt
 - c. Vehicle Liability
3. Payment shall be made monthly, within two weeks, after completion of work and receipt and approval of an invoice.
4. Windrows or/and piles of cut grass shall not be allowed. All mowing shall be neat and meet the approval of the Director of Public Works. **Grass or debris shall not be mowed into the roadways.**
5. All **BIDDERS** must visit site and review locations with a representative of the Public Works Department **before** submitting bid. Please contact the Public Works Office for an appointment.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as **PRINCIPAL**, and

_____ as **SURETY**, are

hereby and firmly bound unto CITY OF SPRINGFIELD, TENNESSEE as **OWNER** in the penal sum of

_____ for the payment which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the **PRINCIPAL** has submitted to _____ a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the

_____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or in the alternate.
- (b) If said BID shall be accepted and the **PRINCIPAL** shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **SURETY** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **SURETY**, for value received, hereby stipulates the agrees that the obligation of said **SURETY** and its BOND shall be in no way impaired or affected by an extension of the time within which the **OWNER** may accept such BID; and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

(SEAL)

By: _____

UNIT PRICE CONTRACT

Proposal of _____ (hereinafter called “**CONTRACTOR**”) to the CITY OF SPRINGFIELD, TENNESSEE (hereinafter called “**OWNER**”)

Project: The mowing, litter removal and disposal, maintenance of planters, in certain rights-of-way and signage locations as directed by the **OWNER** and having examined and specifications with the related documents and the site of the proposed work and being familiar with all the conditions including the availability of materials and labor hereby proposes to furnish all labor, materials, and supplies, and to perform the work in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. Unless otherwise indicated in the plans or specifications all work is to be performed and all quantities calculated by the specifications of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written “Notice to Proceed” of the **OWNER** and to fully complete the project by June 30, 2024, thereafter as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages as specified in Special Provision included in this document.

The **OWNER** reserves the right to extend this contract for an additional (12) twelve months after the June 30, 2024 completion date stipulated in the contract with the mutual consent of both parties.

MOWING CONTRACT #PW2304

Area – per Specifications	Qty	Unit	Unit Price	Amount
Area #1 – William A Batson Pkwy	8	Cycle		
Area #2 – Tom Austin Hwy Areas	8	Cycle		
Area #3 – Meadowbrook Dr	6	Cycle		
Area #4 – Public Works Facility	8	Cycle		
Area #5 – Downtown Areas	8	Cycle		
Area #6 – Duvall Ct Detention Area	6	Cycle		
Area #7 – Hillview Way Detention Area	6	Cycle		
Area #8 – Queen Ann Ct Detention, Dry	8	Cycle		
Area #9 – Queen Ann Ct Detention, Wet	8	Cycle		
Area #10 – Holman Ln and Allison Ln	8	Cycle		
Area #11 – 524 N Pawnee Dr	8	Cycle		
GRAND TOTAL				

NOTES: See Specifications and Conditions for clarification of all bid items. Quantities and items are for bid purposes only and may be increased, decreased or deleted or portion may be deleted or work performed by City personnel without any additional compensation to the **CONTRACTOR**.

ACKNOWLEDGE ADDEMDUMS BY SIGNING:

ADDENDUM 1 _____

ADDENDUM 2 _____

ADDENDUM 3 _____

Respectfully submitted by:

Signature of Owner or Corporate Officer

Title

Date

Company

Phone

Address, City State, Zip

Email

BID PRICE CONTRACT

This CONTRACT, made this _____ day of _____, 2023 and between THE CITY OF SPRINGFIELD, TENNESSEE, herein called the “**OWNER**”, and _____ a _____ of _____, County of _____ and State of _____, hereinafter called “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **CONTRACTOR** hereby agrees with the **OWNER** to commence and complete the construction described as follows:

The mowing, litter removal and disposal, maintenance of planters, in certain rights-of-way and signage locations as directed by the Director of Public Works and having examined and specifications with the related documents and the site of the proposed work, and being familiar with all the conditions including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and to perform the work in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. Unless otherwise indicated in the plans or specifications all work is to be performed and all quantities calculated by the specifications of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition.

Hereinafter called the “**PROJECT**”, for the sum of

_____ Dollars (\$_____)

and all extra work in connection therewith, under the terms as stated in the General Provisions, Special Conditions, Specifications and any Addenda or Modifications of the Contract; and at this (it’s or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said **PROJECT** in accordance with the conditions and prices stated in the Proposal, the General Provisions, Supplemental General Conditions, Special Conditions, Special Specifications of the Contract, Addenda and Modifications, the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, the plans, which include maps, details, plats, blue prints, other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Clayton H. Moore, P.E., herein entitled the Director, and as encumbered in Part 1 of the General Provisions, all of which are made a part hereof and collectively evidence and constitute the contract.

The **CONTRACTOR** hereby agrees to commence work under this contract on or before the date indicated on the written "Notice to Proceed" of the **OWNER** and to fully complete the **PROJECT** by June 30, 2024. The **CONTRACTOR** further agrees to pay, as liquidated damages, as specified in Special Provision included in this document.

The **OWNER** reserves the right to extend this contract for an additional (12) twelve months after June 30, 2024 stipulated completion date, with the mutual consent of both parties.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as follows: on or about the first of the month, the **CONTRACTOR** shall prepare and submit to the Director for approval a duly certified estimate of the work performed during the preceding calendar month. Upon Director's approval of the estimate not later than the thirty (30) days after submittal by the **CONTRACTOR**, the **OWNER** shall pay to the **CONTRACTOR** one hundred percent (100%) of the value of the estimate.

Final payment shall be made to the **CONTRACTOR** by the **OWNER** within thirty (30) days after:

- a. The completion of the **PROJECT**;
- b. The approval by the Director of all work performed under the contract;
- c. The acceptance of the work by the **OWNER**;
- d. An affidavit by the **CONTRACTOR** to the effect that payment has been made for all labor, materials and subcontractors for the construction of the **PROJECT**.
- e. The preparation by the **CONTRACTOR** and approval by the Director of a final estimate of the cost of the completed work.

The **CONTRACTOR** shall protect, indemnify and save harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the **OWNER** may suffer or be subjected to by the performance of the Work, including but not without limitation to injury or death of any person whomever and destruction or damage to any property whatever.

This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Final payment to the **OWNER** shall equal the approved final estimate of cost less the aggregate of all previous payments to the **CONTRACTOR**, and less all liquidated damages assessed in accordance with the terms of this **CONTRACT**.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

THE CITY OF SPRINGFIELD, TENNESSEE, By:

Ann Schneider, Mayor

Lisa Crockett, City Recorder

(City Seal)

Witness

Contractor

Witness

Title

Title

Address

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of City of Springfield, Springfield, Tennessee do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed: _____ Date: _____