

BID DOCUMENTS  
FOR  
MOWING SERVICES



CITY OF LAKE LAND, TN  
FEBRUARY 2016

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STANDARD  
ADVERTISEMENT FOR BIDS  
FOR  
MOWING SERVICES  
FOR  
CITY OF LAKELAND  
LAKELAND, TENNESSEE

Notice is hereby given, pursuant to Tennessee Statute Section 16-19-104, the City of Lakeland, Tennessee, will receive sealed bids until 2:00 p.m., Local Time, March 1, 2016, for the following:

MOWING SERVICES

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, MOWING SERVICES" and be submitted to the receptionist at the City of Lakeland, Tennessee 10001 U.S. Highway 70, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bidding Documents, including specifications, are currently available from the City of Lakeland Tennessee, 10001 U.S. Highway No. 70, Lakeland Tennessee. Bidders may obtain one set at no cost.

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each bid. Pursuant to T.S. 12-4-201, in lieu of a Bid Bond, the following securities or cash may be substituted at the percentage rate required for such bond: United States treasury bond or general obligation bond or certificates of deposit irrevocably pledged from a state or national bank having its principle office in Tennessee or a state or federal saving and loan association having its principal office in Tennessee, or any state or national banks or state or federal savings and loans associations that has its principal office located outside of Tennessee and that maintains a branch in this state, or a letter of credit or cash. The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Tennessee. The Attorney-in-Fact who executes the Bond on behalf of the surety shall

affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

Notice is hereby given that preference will be granted to Tennessee contractors, subcontractors, laborers, and materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied, or grown in Tennessee, as required by Tennessee Statute Section 12-4-121 et seq.

A Pre-Bid Conference will be held at 2:00 p.m., Local Time, February 24, 2016, at Lakeland City Hall. A site tour may be held to review the Project following this conference. Contact for this Project is Emily Harrell, P.E. at (901) 867-2717.

Attendance in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible.

A handwritten signature in black ink, appearing to read 'Jim Atkinson', is written over a horizontal line.

Jim Atkinson  
City Manager

Publish:       February 17, 2016  
                  February 24, 2016

STANDARD  
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1 Certain terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Bidder: One who submits a bid directly to the City.

B. Successful Bidder and/or Contractor: This term means the qualified, responsible, and responsive Bidder, as determined by the City, who has submitted the lowest bid, and to whom the City has awarded the Contract.

C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Technical Specifications, drawings, etc. Bid Documents also include any addenda issued prior to the opening of the bids.

D. Contract Documents: Following the award of the contract, contract documents shall include those documents listed above in "C." -- with the exception of the Advertisement for Bid and Instructions to Bidders; the executed performance bond; change orders; and, all written agreements and/or written documents executed between the City and Contractor.

2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of Bidding Documents may be obtained from the City of Lakeland, 10001 U.S. Highway 70, Lakeland, Tennessee 38002.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility to Bidders for errors or misinterpretations, including those resulting from the use of incomplete sets of Bidding Documents.

2.3 The City, and/or its agent, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

3.1 Post Bid Qualifications: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence demonstrating Bidder's responsibility, including, but not limited to, matters such as financial data and previous experience. Each Bid will be considered a warrant of Bidder's qualification to do business in this state. Proof of such qualifications may be required upon five (5) days notice.

3.2 Responsible and Responsive Bidders: Pursuant to TS 12-4-801, a responsible bidder means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and; and Responsive Bidder means a person who has submitted a bid which confirms in all material respects to all document, whether attached or incorporate by reference, utilized for soliciting bids.

3.3 Bidder shall have a minimum of five year's commercial mowing experience.

4. PRE-BID CONFERENCE.

A Pre-bid Conference will be held at the time and place stated in the "Advertisement for Bid." Attendance at the Pre-bid Conference is not mandatory. The purpose of the Conference is to review project requirements and provide bidders an opportunity to visit the project site to make their own determination of existing conditions. Minutes will be taken of the Pre-bid Conference, and thereafter consulted as a bidding document.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

5.1 Before submitting a Bid, each Bidder must do at least the following:

- A. Examine the Bidding Documents thoroughly;
- B. Visit the site to become familiar with local conditions that may in any manner affect cost progress, or performance of the Work;
- C. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and
- D. Study and carefully correlate Bidder's observations with the Bidding Documents.

5.2 On request the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. The City may require any Bidder desiring access to execute an appropriate release form.

5.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder has visited the site and become familiar with the local conditions under which the work is to be performed; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every

requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

6. AVAILABILITY OF LANDS.

6.1 Access to private property required by Contractor for staging areas, temporary facilities or other uses in addition to those identified in the Bidding or Contract Documents shall be obtained and paid for by Contractor. Such costs are to be considered incidental to the Contract and merged with Bid Items described and are to be provided without additional compensation to Contractor.

7. INTERPRETATIONS.

All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening the Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the City, and do not serve to amend, modify, or in any way change the basic Bidding Documents, and shall be relied upon by Bidder at his own risk.

9. CONTRACT TIME.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

10. LIQUIDATED DAMAGES.

Provisions for liquidated damages are to be set forth in the Agreement.

11. MATERIAL AND EQUIPMENT.

11.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.

11.2 No substitution will be considered unless written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the Engineer or the City's designated agent at least TEN (10) DAYS prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit and adequacy of a proposed substitute is upon the Bidder. The

decision of approval or disapproval of a proposed substitution by the Engineer or the City's designated agent will be final.

If any proposed substitution is approved, such approval will be described in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.3 When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

11.4 Pursuant to T.S. 12-4-121, "Preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Tennessee, quality being equal to articles offered by the competitors outside of the State."

## 12. SUBCONTRACTORS, ETC.

12.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City or Engineer after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. Any Subcontractor, other person, or organization so listed and to whom the City or Engineer does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

## 13. BID FORM

13.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.

13.2 Bid Forms must be completed in ink or by typewriter. Corrections must be initialed by the Bidder. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

13.3 Bids by corporations or limited liability companies must be executed in the business entity's name by the president or a vice-president (or other officer or member accompanied by evidence of authority to sign), and the signature attested to by an authorized officer or member. The business entity's address and state of incorporation shall be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed below the signature.

13.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). Failure to acknowledge receipt of Addenda shall not constitute an adjustment of the Contract Price provided on the Bid Form.

13.7 The address to which communications regarding the Bid are to be directed must be shown.

13.8 All items which are not specifically referred to in the Bid Form but are included in the plans or specifications are to be considered incidental to the performance of the major work described and shall be constructed as indicated on the plans or called for in the specifications without additional remuneration.

#### 14. SUBMISSION OF BIDS.

14.1 Bids shall be submitted not later than the time and at the place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Guaranty and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. All bidding information shall be included in the sealed envelope.

#### 15. MODIFICATION AND WITHDRAWAL OF BIDS.

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

#### 16. OPENING OF BIDS.

Bids will be opened publicly and read aloud. An abstract of the bid schedule will be made available after the opening of Bids.

17. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn as provided in Section 16, shall remain effective for thirty (30) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid prior to that date.

18. AWARD OF CONTRACT.

18.1 The City reserves the right to reject any and all Bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Advertisement for Bids, with the Successful Bidder; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum.

18.2 A Bidder shall bid all schedules and alternates (if any) as set forth in the Bid Form. The City reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amounts of the various bids. The Work, therefore, may not necessarily be awarded to the low bidder.

18.3 In evaluating Bids, the Owner reserves the right to limit the scope of the project to the monies available for the project.

18.4 The Owner may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.

18.5 The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Bidding Documents.

18.6 If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be determined based upon an evaluation of the Total Base Bid. The City reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.

If the low bid is to be awarded in any other manner, applicable laws must be consulted and the above paragraphs must be modified.

18.7 If the Agreement is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty (30) Days after the day of the Bid opening.

19. PERFORMANCE BOND AND INSURANCE CERTIFICATES.

19.1 Upon execution of the contract, the Contractor shall execute and maintain a good and solvent Performance Bond in the amount of 100% of the annual contract price. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United States department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

19.2 The Contractor is required to sign the Performance Bond, have an authorized agent of an insurance company authorized to do business in the State of Tennessee sign same and attach his Power of Attorney. Said Performance Bond will be attached to the Contract.

19.3 The Contractor shall furnish and maintain in full force and effect, during the entire period of this Agreement, policies of insurance including Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. Minimum limits are specified in the Section 1100, General Requirements.

20. SIGNING OF AGREEMENT.

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by one (1) unsigned counterpart of the Agreement and the Performance and Payment Bonds. Within thirty (30) days thereafter, Contractor shall comply with the conditions precedent in the Notice of Award. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to Contractor. The City will deliver one signed copy of the Agreement within the project manual.

EXHIBIT "A"

STANDARD BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee  
Project Description: Mowing Services

THIS BID SUBMITTED TO: City of Lakeland, Tennessee  
10001 U.S. Highway 70  
Lakeland, Tennessee 38002

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price for a term of one-year, with an additional two one-year extension options, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Tennessee Statutes is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ \_\_\_\_\_

TOTAL BASE BID, IN WORDS: \_\_\_\_\_

\_\_\_\_\_ DOLLARS.

7. Bidder agrees that the work for the City will be as provided above.

8. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

9. The following documents are attached to and made a condition of this Bid:

A. Itemized Bid Schedule.

10. Communications concerning this Bid shall be addressed to:

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted on \_\_\_\_\_, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)  
  
(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**MOWING SERVICES**

BID DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Contractor shall provide mowing services as outlined in the Bid Documents and Specifications. All costs not included in the schedule that are necessary to provide services as depicted in the Specifications are to be considered incidental and merged with costs of other related bid items.

EA = Each Occurrence

**Schedule A**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Stewart Road ROW	EA	6		
2	Old Brownsville ROW	EA	6		
3	Salem Road ROW	EA	6		
4	Old Brownsville Road ROW	EA	6		
5	Evergreen Road ROW	EA	6		
6	Memphis Arlington Road ROW	EA	6		
7	Canada Road ROW (N of I-40)	EA	6		
8	Canada Road ROW (S of I-40)	EA	28		
9	Seed Tick Road ROW	EA	6		
10	Chambers Chapel Road ROW	EA	6		
11	Chapel Cove ROW	EA	6		
12	New Canada Road ROW	EA	6		
13	Huff n Puff Road ROW	EA	6		
14	Beverle Rivera Road ROW	EA	6		
15	Monroe Road ROW	EA	6		
16	Monroe Cove ROW	EA	6		
17	Cobb Road ROW	EA	6		
18	Davies Plantation Road	EA	28		
19	Fletchers Trace Parkway	EA	28		
20	Lot Adjacent to City Hall	EA	6		
21	IH Park	EA	28		
22	Plantation Hills Park	EA	28		
23	Cool Springs Park	EA	28		
24	Oakridge Park	EA	28		
25	Windward Slopes Park	EA	28		
26	Zadie Kuehl Park	EA	28		

27	Saskatoon Drive Detention Basin	EA	28		
28	Scotts Creek Wastewater Treatment Plant	EA	28		
29	Scotts Creek Wastewater Treatment Plant Bush hogging	EA	2		
30	Sewer Lift Station #1	EA	6		
31	Sewer Lift Station #2	EA	6		
32	Sewer Lift Station #3	EA	28		
33	Sewer Lift Station #4	EA	6		
34	Sewer Lift Station #5	EA	6		
35	Sewer Lift Station #7	EA	28		
36	Sewer Lift Station #10	EA	6		
37	Sewer Lift Station #11	EA	6		
38	Sewer Lift Station #15	EA	28		
39	Sewer Lift Station #19	EA	6		
40	Sewer Lift Station #21	EA	28		
41	Canada Road Sewer Easement	EA	2		
42	Memphis Arlington Sewer Easement	EA	2		
			TOTAL BID SCHEDULE A		

**Total Base Bid :** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of mowing services; and,

WHEREAS, \_\_\_\_\_, is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for the \_\_\_\_\_, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The contract time shall begin upon issuance of the Notice to Proceed and extend for a period of one (1) year with the option to renew for two (2) additional one-year periods for a total of three (3) years. Any extension shall be mutually agreed upon by the City of Lakeland and Contractor.
- 3.2 Liquidated Damages. If the Contractor fails to perform the work in the manner specified by this Agreement, the City may, at its option, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment shall be one hundred dollars (\$100) per day. The total assessment will not exceed the amount of the performance bond. If, after further written notice, the Contractor fails to take corrective action the City may terminate this Agreement and enter into an agreement with another Contractor, or may perform the work itself. The cost of performing the work will be deducted from any amount due the Contractor per the bid sheet.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of \_\_\_\_\_, subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

The Owner shall pay the Contractor the bid price for work completed and approved as provided for in the Bid Form. Invoices shall be submitted monthly and shall be itemized by location and/or service performed. The City retains the right to alter areas serviced and has the option of increasing or decreasing the service level (regularity of mowing) depending on the seasonal necessity.

#### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 6.2 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 7. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 7.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 7.3 Exhibit "A" - Bid Form and Bid Schedule.
- 7.4 Affidavit of Drug Free Work Program
- 7.5 Addenda No. \_\_\_\_\_

- 7.6 Performance Bond
- 7.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 7.8 General Requirements
- 7.9 Technical Specifications
- 7.10 Notice of Award.
- 7.11 Notice to Proceed.
- 7.12 Minutes of the Pre-Bid Conference, if any.
- 7.13 Any modifications, amendments, and supplements on or after the effective date of this Agreement.

#### ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The Contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

#### ARTICLE 10. TERMINATION OF CONTRACT

10.1 The Owner or Contractor may terminate this Contract anytime by providing sixty (60) days written notice to Owner or Contractor of intent to terminate said Contract. In such event, all finished work completed by the Contractor under this Contract shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

10.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner through damages sustained to the Owner, by virtue of termination of the Contract by Contractor or any breach of the Contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor are determined.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: \_\_\_\_\_ )

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Jessica Millspaugh

Title: City Recorder

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF LAKELAND, TENNESSEE

A Municipal Corporation

By: \_\_\_\_\_

Wyatt Bunker

Title: Mayor

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Lakeland  
10001 Highway 70  
Lakeland, TN 38002

CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):      Mowing Services

BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government 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 saith 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.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## SECTION 01010

### SUMMARY OF WORK

A. Project Identification:

**Mowing Services**

B. Project Summary:

The City of Lakeland contract for mowing services includes bush hogging, grass cutting, trimming, edging, blowing, and trash removal within the City of Lakeland, Tennessee.

1. All mowing, with the exception of bush hogging, shall be conducted using commercial type rotary lawn mowing equipment sufficient to perform the work. The equipment shall not cause excessive rutting or scalping of grass.
2. Contractor shall cut owned, assumed or recognized rights-of-way from the edge of pavement to drainage ditch or fence line or six (6) feet back from edge of pavement, whichever is greater. Safety mowing at intersections shall include the mowing of any vegetation that presents a sight distance problem at intersections, driveways, and curves to provide adequate sight distances.
3. The contractor is responsible for removal of all trash, litter and debris from areas prior to the area being mowed.
  - a. The mowing season shall begin in March and end in November. Exact start and stop dates will be determined by the City of Lakeland. The awarded Contractor shall submit a detailed mowing plan for approval, delineating the days, weeks, etc. for completion of specific tasks at specific locations as specified in this proposal.
4. The Contractor shall edge and trim along all median curbs, roadway curbs, sidewalks, bike paths, barrier walls, tree rings, fences, walls, poles, pedestals and drainage structures.
5. Clippings shall be cleaned off all sidewalks, bike paths and pavement using blower type machines the same day the trimming is done. Debris shall be blown toward vegetated areas. No grass clippings or leaves shall be blown or disposed of in a storm drain.
6. The Contractor shall address all complaints or deficiencies within 24 hours after notification by the City.

The following are locations/areas of the City included in the contract for mowing services:

ROADWAYS				
NO	LOCATION	LENGTH	FREQUENCY	TYPE OF WORK
1	Stewart Rd ROW	3.53 miles	30 days	Mow and Trim
2	Old Brunswick Rd ROW	0.58 miles	30 days	Mow and Trim
3	Salem Rd ROW	1.79 miles	30 days	Mow and Trim
4	Old Brownsville Rd ROW	3.17 miles	30 days	Mow and Trim
5	Evergreen Rd ROW	0.66 miles	30 days	Mow and Trim
6	Memphis Arlington Rd ROW	4.11 miles	30 days	Mow and Trim
7	Canada Rd ROW (N of I-40)	2.42 miles	30 days	Mow and Trim
8	Canada Rd ROW (S of I-40)	1.25 miles	7 days	Mow, Trim, Edge, and Blow pathway (includes medians)
9	Seed Tick Rd ROW	2.22 miles	30 days	Mow and Trim
10	Chambers Chapel Rd ROW	1.98 miles	30 days	Mow and Trim
11	Chapel Cv ROW	0.31 miles	30 days	Mow and Trim
12	New Canada Rd ROW	0.21 miles	30 days	Mow and Trim
13	Huff n Puff Rd ROW	1 mile	30 days	Mow and Trim
14	Beverle Rivera ROW	0.25 miles	30 days	Mow and Trim
15	Monroe Rd ROW	3.3 miles	30 days	Mow and Trim
16	Monroe Cv ROW	0.25 miles	30 days	Mow and Trim
17	Cobb Rd ROW	1.39 miles	30 days	Mow and Trim
18	Davies Plantation Rd	0.5 miles	7 days	Mow, Trim and Edge
19	Fletchers Trace Pkwy	0.43 miles	7 days	Mow , Trim and Edge (includes medians and bulb outs)

PARKS AND FACILITIES				
NO	LOCATION	AREA	FREQUENCY	TYPE OF WORK
20	Lot Adjacent to City Hall	5.4 acres	30 days	Mow and Trim
21	IH Park	5 acres	7 days	Mow, Trim, Edge, and Blow Pathway (includes pond slope)
22	Plantation Hills Park	3 acres	7 days	Mow, Trim, And Edge
23	Cool Springs Park	3 acres	7 days	Mow, Trim, Edge and Blow Pathway

24	Oakridge Park	8.5 acres	7 days	Mow, Trim, Edge, and Blow Pathway (includes pond slope)
25	Windward Slopes Park	9.5 acres	7 days	Mow, Trim, Edge, and Blow Pathway
26	Zadie Kuehl Park	3 acres	7 days	Mow, Trim, Edge and Blow Pathway
27	Saskatoon Dr Detention Basin	0.7 acres	30 days	Mow and Trim (includes pond slope)
28	Scotts Creek Wastewater Treatment Plant	10 acres	7 days	Mow and Trim (inside fence and drive)
29	Scotts Creek Wastewater Treatment Plant	7.5 acres	2/year	Bush hog
30	Sewer Lift Station #1	525 SF	30 days	Trim outside and inside fence
31	Sewer Lift Station #2	365 SF	30 days	Trim outside and inside fence
32	Sewer Lift Station #3	1600 SF	7 days	Trim outside and inside fence
33	Sewer Lift Station #4	1200 SF	30 days	Trim outside and inside fence, trim shrubs
34	Sewer Lift Station #5	580 SF	30 days	Trim outside and inside fence
35	Sewer Lift Station #7	1000 SF	7 days	Trim outside and inside fence
36	Sewer Lift Station #10	800 SF	30 days	Trim outside and inside fence, trim shrubs
37	Sewer Lift Station #11	650	30 days	Trim outside and inside fence, trim shrubs
38	Sewer Lift Station #15	800 SF	7 days	Trim outside and inside fence
39	Sewer Lift Station #19	157 SF	30 days	Trim outside and inside fence
40	Sewer Lift Station #21	2500 SF	7 days	Trim outside and inside fence
49	Canada Rd Sewer Easement	0.9 acres	2/year	Bush hog
50	Memphis Arlington Sewer Easement	0.68 acres	2/ year	Bush hog

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
3. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION

## SECTION 1100

### GENERAL REQUIREMENTS

#### A. HOURS OF WORK

1. The Contractor may perform the work between the hours of 7:00 AM and 7:00 PM Monday through Friday. No mowing shall be done on Sundays.
2. Areas located within fenced areas shall be mowed between the hours of 7:30 AM and 4:00 PM Monday through Friday.

#### B. EQUIPMENT AND MATERIALS

1. The Contractor, at a minimum, shall have various sizes of commercial type rotary lawn mowing equipment sufficient to perform the work. The equipment shall not cause excessive rutting or scalping of grass.
2. The Contractor shall be responsible for furnishing all necessary labor, tools, fuel, maintenance, equipment, etc. for the complete performance of all work under this contract.
3. All equipment must be maintained and in a safe operating condition. All mower blades must be kept sufficiently sharp to provide a clean and even cut.
4. The bidder shall provide a list of equipment presently owned, including the make, model, and age. Cutting width shall be included for each mower.

#### C. DAMAGE/PERSONAL INJURY

1. The Contractor shall conduct operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators or other structures. The Contractor must not mow during wet conditions where turf damage or ruts would occur.
2. In the event damage occurs by reason of mowing operations, the Contractor shall replace or repair same, at his own expense, in like kind, and as directed by City Manager or designee. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor
3. The Contractor shall report to the City any and all accidents involving property damage or personal injury immediately following said accident or discovery of damage.

4. The Contractor shall be responsible for handling all claims made for damages by private citizens in a timely manner. The City is to be notified of all claims and corrective actions taken within five (5) working days.
5. The City shall be indemnified and held harmless for any and all accidents and/or damage.

**D. PERFORMANCE BOND**

1. Upon execution of a contract, the Contractor will be required to have executed and maintain a good and solvent Performance Bond in the amount of 100% of the annual contract price. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United States department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

**E. INSURANCE**

1. The Contractor shall furnish and maintain in full force and effect, during the entire period of this Agreement, policies of insurance including Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity.
2. The Contractor shall carry the following types of insurance with the minimum limits specified below:

COVERAGE	LIMIT OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

3. The Contractor shall furnish to the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

F. FUEL PRICE ADJUSTMENT

1. Fuel price adjustments are permitted for this contract at the time of renewal. Documented proof of the cost increase must be submitted by the awarded Contractor at the time of renewal.

G. PERSONNEL

1. The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the City public relations. The City and the Contractor will each be promptly notified by the other of any complaints received from the property owners.
2. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
3. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended, and changed from time to time. The Contractor shall provide a statement that their firm is an Equal Opportunity Employer.
4. There shall be on the work site at all times a competent English speaking representative authorized to receive orders and act for the Contractor.

H. SUPERVISION AND SAFETY

1. The Contractor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time manager or crew leader on the premises to carry out that responsibility.
2. The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The City Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

I. OBSTRUCTION OF STREETS AND RIGHTS-OF-WAY

1. The Contractor shall keep travel lanes open for traffic whenever possible, and will block portions of streets only when deemed necessary to protect private property.

2. Advance Warning signs and barricades shall be furnished and erected by the Contractor when warranted. It is the Contractor's responsibility to remove all surplus material, trash, litter, and debris from streets as work progresses to ensure the public will have adequate and safe use of the affected streets.

J. UNINTERRUPTED SERVICE

1. When service is required by the City, should Contractor's equipment not be operational, Contractor shall be responsible for renting equipment similar to what is specified herein in order to maintain uninterrupted service to the City. Any cost involved in the rental of equipment shall be at no additional charge to the City of Lakeland.

K. OBSERVANCE OF LAWS AND ORDINANCES

1. The Contractor shall secure all permits, insurance, and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed. The contractor shall follow all special regulations included in the City of Lakeland Tree Management Ordinance and Lakeland Stormwater Ordinance.

L. MISCELLANEOUS CONDITIONS

1. Attorney Fees and Litigation: In the event that there is a court action filed to interpret, enforce or in any way challenge the terms and conditions of this Contract, Contractor expressly agrees to fully and completely indemnify, reimburse and fully compensate the City of Lakeland for any and all attorney fees and costs of such litigation incurred.
2. Interpretation and Severability: If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
3. Waivers and Modifications: This Contract sets forth all of the terms and understandings between the parties with reference to the subject matter set forth herein and may not be waived, changed, discharged or terminated orally or by any course of dealing between the parties, but only an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

4. No Challenge to Validity of Agreement: The parties agree that this Contract shall forever be binding and none of the parties shall bring a proceeding to challenge the validity of this Contract.
5. Choice of Law: This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.
6. Authority to Execute: City and Contractor each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Contractor, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
7. Notices: All notices hereunder shall be (i) delivered by hand, (ii) sent by first-class mail, postage prepaid, return receipt requested, or (iii) delivered by overnight commercial courier, to the following address of the party to whom such notice is to be made, or to such other address as such party may designate in the same manner provided herein:

## TECHNICAL SPECIFICATION

### MOWING AND TRIMMING

1. The Contractor shall mow grass, bush hog, trim, edge and blow as specified in the Summary of Work. Each location is listed on the bid schedule which is incorporated herein and shall be construed as part of this Agreement.
2. The City will coordinate the cutting schedule with the Contractor, and all work must be approved by the City. If any area fails to receive approval of the City, the Contractor shall immediately dispatch mowers, trash and litter retrievers, etc. to the areas identified by the City for remedial and corrective cutting and or trash/litter retrieving in order to receive the approval needed to proceed on to the next section.
  - a. The awarded Contractor shall submit a detailed mowing plan for approval, delineating the days, weeks, etc. for completion of specific tasks at specific locations as specified in this proposal.
3. Prior to the start of each cutting, the Contractor shall inspect the area to be mowed for large debris or litter that will interfere with the mowing process. Litter shall be picked up and removed. The Contractor shall take every effort to walk the right of way or area in order to collect and dispose of all roadside litter is retrieve/picked up prior to each mowing.
  - a. For the purpose of this contract, litter is defined as trash, garbage, debris, and refuse of the following type: paper, plastic, bottles, cans, wood products or building materials, tires, tire parts, metal products, etc. If the Contractor mows over trash/litter, the Contractor will immediately remove all chopped up or cut litter.
4. The Contractor, at a minimum, shall have various sizes of commercial type rotary lawn mowing equipment sufficient to perform the work. The equipment shall not cause excessive rutting or scalping of grass.
5. Contractor shall cut owned, assumed or recognized rights-of-way from the edge of pavement to drainage ditch or fence line or six (6) feet back from edge of pavement, which ever is greater. Safety mowing at intersections shall include the mowing of any vegetation that presents a sight distance problem at intersections, driveways, and curves to provide adequate sight distances. The Contractor agrees that this work shall be done in accordance with the unit prices outlined on the bid sheet and the specifications outlined below.
  - a. No mowing shall be done within the rights-of-way of Highway 70 and Highway 64. No mowing shall be done along frontages of residential homes where it appears that the homeowner is cutting and trimming their grass up to the edge of the street or pavement.

4. Contractor shall mow at a height not to exceed two and one-half (2½) inches. Bush hogging height shall not exceed three and one-half (3½) inches.
5. Contractor shall utilize trimmers and hand mowers to trim around, including behind sign posts, drainage structures, trees, mail boxes, driveways, curbs, utility poles and other miscellaneous obstructions. The Contractor shall take extra care when trimming around trees. Damage shall be assessed by the Owner should damages to trees from trimmers take place.
  - a. The Contractor shall take every measure to protect trees in public parks and along road rights of way. Trees that have been damaged as a direct result of activities associated with the mowing contract shall be replaced or damages assessed for proper compensation. The Owner shall determine the compensation. Damage associated with activities would include but not be limited to weed eater damage to the base of trees, root damage by lawnmowers running over surface roots, and damage by mowers passing underneath or into limbs and unauthorized application of growth inhibitor/herbicide to trees and shrubbery.
  - b. Chemical use under or around fences to kill grass (a retardant) is prohibited.
6. During wet periods, the Contractor must avoid utilizing equipment where rutting of the ground might ensue. Work in these areas must be rescheduled as soon as conditions permit
7. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle or area.
8. Sidewalks, pathways, and roadways shall be cleared of grass clumps the same day the mowing is done. Areas shall be blown free of debris toward vegetated areas.

# City of Lakeland Designated Mowing Areas

