

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance shall be maintained on file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

CITY OF LAWTON SPECIFICATIONS

SPECIFICATION NUMBER: S23-002

SPECIFICATION TITLE: MOWING AND LITTER CONTROL ON CITY RIGHT-OF-WAYS AND CITY PROPERTIES

APPROVAL DATE: 03-08-2023

1. SCOPE OF WORK

- A. Contractor shall be familiar with lawn maintenance activities including but not limited to mowing, edging, weed-eating/trimming, and tree pruning and have in his possession necessary amount of mowing and trimming equipment to properly perform the services.
- B. Contractor shall examine the mow area(s) on a weekly basis looking for problems or potential problems, monitoring the area for litter removal and assessing the grass/weed height.
- C. Contractor shall be able to perform all assigned duties in a safe and professional manner.
 - i. If a contractor is required to stop or park upon a street, contractor shall use signs, cones, and/or barricades in accordance with the Oklahoma Department of Transportation to reduce the potential of an unsafe situation.
- D. Contractor shall provide at his/her own expense all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, traffic control and all other items needed to provide the services outlined in this contract.
- E. Any property damaged or destroyed as a result of or lack of maintenance by the contractor shall be repaired or replaced at the contractor's expense.
- F. The contractor will edge along all curbs, sidewalks, parking lots, or any other concrete or solid surfaced areas within the area to be mowed. Edging is defined as a vertical cut between the grass and solid surface area.
- G. The contractor will weed-eat or trim along any wall, fence (excluding barred wire), utility pedestals or like objects within or abutting a mow area.
- H. **The contractor will ensure that all concrete medians and curb/gutter expansion joints in or abutting said median or area(s) to be mowed are clean and free of grass and/or weeds.**

2. REPORTING

- A. Contractor shall submit a report each month on the template provided. Reports shall be submitted by the 10th of each month for the previous month. Reports shall be submitted electronically to Cynthia.williams@lawtonok.gov and Antonio.hopson@lawtonok.gov.

3. STANDARDS

- A. All lawn maintenance activities shall be performed by trained personnel.
- B. All operators of power equipment shall conform to OSHA regulations and shall wear appropriate Personal Protective Equipment.

- C. All guards, chutes and protective components on equipment shall be in place and functional while in use. Failure to do so will result in suspension of the contractor and repeated failure shall cause for termination of the contract.
- D. All work shall be performed so as to maintain the original integrity of the lawn.

4. WORKMANSHIP

- A. During maintenance operations, all area within the worksite shall be kept neat and clean. All adjacent streets and curbs shall be left in a clean condition. Precautions shall be taken to avoid damage to existing structures, plant materials and appurtenances.
- B. All work shall be performed in a manner that ensures the safety of the operators and general public.
- C. Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site.
- D. No grass clippings or debris shall be left in curbs or gutters or blown into the street where it may enter any storm water system. The City Code of the City of Lawton states that no grass or other material shall be left in the curbs or gutters/storm drains. Violations of this provision could result in fines, fees or revocation of the contract.
- E. Contractor shall make every effort to maintain the health and growth of all plant materials and grass.

5. SPECIFICATIONS

- A. Grass-Grass/weeds/vegetation will be mowed, weed-eated and/or stick edged **as often as necessary** to maintain the grass at or below four (4) inches in height but at no time shall the grass be cut to a height less than one and one half (1 ½) inches. Areas to be maintained are indicated on the attached list.
- B. Trimming-Trimming is defined as removal of vegetation from around sign posts, bridges, guard rails, gas meters, walls, fences, utility pedestals, etc. Trimming may be accomplished by chemical application with prior written approval from the City of Lawton.
- C. Edging-Edging is defined as a vertical cut between the grass and solid surface area such as a curb or sidewalk. Edging is to be done by gasoline edger or tractor operated curb dresser or like equipment that gives a straight lined, sharp cut. No weed eaters will be accepted for edging purposes. All grass will be removed from street, top of curb and sidewalks resulting is a clean, broom-swept appearance after completion.
- D. Weed Control-Pre/Post emergence weed control will be applied by the contractor two times per year—one in early spring (Feb) and once in the fall (Oct). All-kill type spray may be used on the cracks of the concrete medians and abutting curb and gutter as often as necessary to prevent vegetation growth. The contractor will be held liable for any and all damages to property owner's landscaping or to passing motorists due to the use of chemicals, which must be applied according to State laws and manufacturer's instructions.

- E. Litter Control-All mow areas to be maintained shall be kept free of accumulated leaves, trash and debris such as wood, paper products, glass, plastics and metal (aluminum) containers, etc. and monitored on an at least weekly basis. Litter will be picked up prior to mowing the area. Specific areas may need to be addressed more frequently if a complaint is received. Objects too large to be picked up by hand will be reported to the City for removal by City work crews.
- F. Trees-All trees and crape myrtles and the like within the mow area* shall be kept pruned and undergrowth/seedlings limbed or removed to prevent any low hanging limbs. Low hanging limbs are defined as any limb, twig, or tree foliage situated eight (8) feet or less above any sidewalk or fourteen (14) feet or less above any street, alley, public way or utility easement. All major tree pruning will take place annually during the non-growing season, typically November-February. Any dead or diseased or low hanging limbs will be removed and hauled away at the contractor's expense. *Shall NOT include trees or crape myrtles included in the Landscape Contract.
- G. Medians-Shall include grass and/or concrete medians and the abutting curb and gutters associated with said median. Medians typically divide opposite lanes of traffic and are situated in the middle of the street.
- H. Right-of-Ways-Shall include the area outside of the traffic lanes and behind the back of curb. Right-of-ways included in this contract include the rights-of-way that abut property zoned A-1 (General Agriculture) and those properties that abut the rear of residential lots.
- I. Drainage-For specifications within drainage areas, please refer to the attached document titled "Drainage Vegetation Management".

6. HOLD HARMLESS

All officers, agents, employees, sub-contractors, their agents, officers and employees who are hired by the contractor to perform pursuant to this agreement, shall be deemed officers, agents, employees and sub-contractors of the contractor. Contractor agrees to defend, indemnify, save harmless and hold harmless the City of its officers, agents and employees from all lawsuits, damages, liability, claims or indirectly the performance pursuant to this agreement.

7. INSURANCE

The contractor shall secure, maintain in full force and effect, and bear the cost of the complete Workman's Compensation. Insurance shall be in accordance with the Labor Code for the duration of the contract and a Certificate of Insurance shall be furnished to the City of Lawton prior to the execution of the Contract. The City of Lawton or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the contractor to comply with the provisions of this paragraph. Contractor shall maintain in force public liability insurance, ample in amount to cover all awards of judgments for any death, injury, loss or property damage arising out of the performance of the work by the contractor. Public Liability Insurance shall be in the amount no less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage liability per occurrence. The contractor shall pay any deductible and any amounts not covered by insurance. The

contractor shall file with the City of Lawton, prior to execution of the contract, a certificate issued by the insurance carrier licensed to do business in the State of Oklahoma, certifying that the stipulated insurance policies are in effect and that thirty (30) days written notice will be given to the City of Lawton prior to cancellation thereof. The City of Lawton or any of its officers or employees, shall not be liable or responsible for any accident, loss or damage as a result of the work in the contract or costs of expenses in law or equity arising out of damages to property or personal injury by reason of or in the course of performing under this contract.

8. CONTRACT COMPLIANCE

Contractor shall notify the City of Lawton, Parks & Recreation staff at 580-581-3400 or Antonio.hopson@lawtonok.gov as soon as possible if the contractor is unable to remove accumulated litter within the required timeframe, maintain grass/vegetation height in a particular area, or submit the required monthly report by the due date. The contractor's failure to perform and/or complete the tasks as set forth in this contract may result in the termination of said contract.

Drainage Vegetation Management

Drainage Maintenance (580) 581-3424

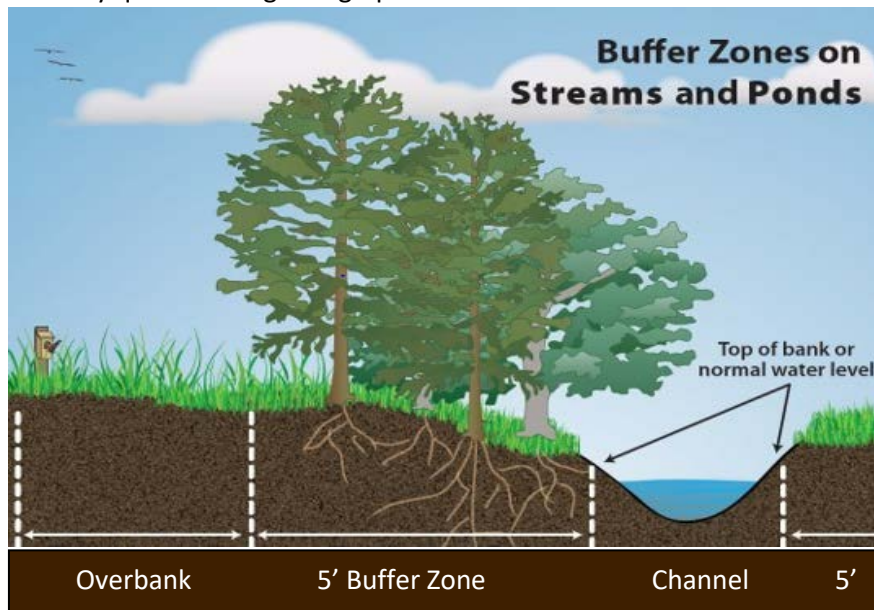
Description:

The City of Lawton is requesting proposals for the vegetation management within the drainage conveyance areas of the City of Lawton. The City of Lawton has approximately 453 acres of vegetative drainage area that must be maintained while still preserving the water quality aspects. Drainage maintenance is divided into 3 areas of operation: vegetation removal, herbicide application, and selective clearing. Maintenance is to be performed from April 1st through September 30th. Occasional the mowing season will need to be extended into March and October. The maintenance map is located at <https://colgis.maps.arcgis.com/apps/webappviewer/index.html?id=796de040dad41c7a4b860b3942771f7> and a narrative of mowing area is attached. If a discrepancy is found between the description and map, reference the map for location needs.

Scope of Work:

Review and analyze the existing Drainage Maintenance operations. This will include interview staff to determine existing issues, activities and service levels.

1. Vegetation management is to be performed at all locations identified on the Drainage Maintenance Location List. The digital mowing map may be referenced for additional location information.
2. Perform vegetation removal through mowing, edging, and trimming. Frequency of activities is dependent upon vegetation height but must be cut at least 3 times during the growing season, March through October. Vegetation removal must be performed once it reaches a maximum height of 6 inches on overbanks and 24 inches within the buffer area. No mowing, edging or trimming is to be performed within the channel unless identified in the Drainage Maintenance Location List or is conducted as selective clearing. See selective clearing section for additional channel maintenance requirements.
 - a. Litter control must be performed prior to vegetation removal. Litter is defined as wood, paper products, glass, plastics and metal containers. These items must be picked up and removed from the area. Objects too large to be picked up by hand should be reported to the City staff for removal.
 - b. Maintain 5-foot riparian buffer of natural drainage channels. The riparian buffer is the band of vegetation bordering a body of water. Riparian buffers prevent erosion and improve water quality by trapping and removing of sediment and other contaminants in stormwater. This protected area does not apply to shallow vegetated swales or channels identified on the Drainage Maintenance Location List. Any questions regarding riparian areas should be directed to the Drainage Superintendent.



- c. Mowing is the cutting of grass, weeds and vegetation. Grass will be mowed no lower than one (1) inch on overbanks and 4 inches within the buffer area. Objects and structures that are easily moved shall be moved, not cut around.
 - d. Edging is the removal of grass from top of curbs and sidewalks. Edging is to be done by motorized edger or tractor operated curb dresser that gives a straight lined, sharp cut.
 - e. Trimming is the removal of vegetation from around stationary objects such as signposts, bridges, guardrails, gas meters, concrete walls, fireplugs, and along fences. Trimming may be accomplished by chemical application and or machinery. All chemicals must be safe for aquatic use. Notice must be given regarding the type of chemical, application rate and distribution method. No chemicals will be used at any time on City property without prior written approval from the Drainage Superintendent.
 - f. Remove debris from impervious surfaces. All grass will be removed from street, top of curb, sidewalks and other impervious surfaces following mowing and trimming. This may be accomplished through the use of blower or bagging resulting in a clean, broom-swept appearance after completion.
 - g. Additional debris removal as necessary. Any debris build-up or blockages on private property created by vegetation management within drainage areas must be remediated within 24-hours of notification.
3. Perform herbicide application. Herbicide application is the targeted application to supplement the overall vegetation management program. Application increases stormwater conveyance, decreases maintenance costs and increases plant diversity. This is used to pinpoint undesirable and harmful plant species so that beneficial vegetation can thrive. All chemicals must be safe for aquatic use. Notice must be given regarding the type of chemical, application rate and distribution method. No chemicals will be used at any time on City property without prior written approval from the Drainage Superintendent.
- a. Maintain required herbicide applicator certifications and state pesticide/herbicide licenses.
 - b. Herbicide application should be used to target growth of cattails, Johnson grass and tree saplings.
 - c. Herbicide application should be used sparingly and not cause bank instability.
4. Perform selective clearing. Selective clearing is activities performed within the channel to increase conveyance capacities while maintaining streambed and environmental integrity. Activities are targeted to reducing undesirable species growth.
- a. Selective clearing should be used to target growth of cattails, Johnson grass and tree saplings.
 - b. Selective clearing can be performed through the use of mulching or hand clearing.
 - c. Selective clearing must be performed when vegetative height exceeds 4 feet. Growth must be reduced to a minimum height of 1 foot within the channel.
 - d. Debris removal from selective clearing must be removed from the area. Debris must be properly disposed of and can not remain in the channel, buffer area or overbank. Any debris build-up or blockages created by selective clearing must be remediated within 24-hours of notification.
5. Communicate potential hazards to Drainage Maintenance Division. Hazards could include but are not limited to illegal dumping, potential pollutants, excessive erosion, channel blockages, vagrant activity, and illegal activities.

Name of Company

Reporting Month:

[illegible]