

MAYOR'S SIGNATURE REQUEST

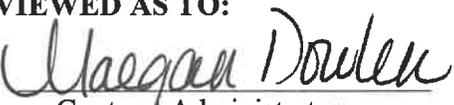
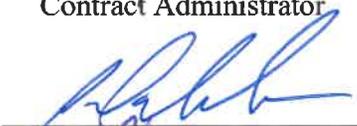
DOCUMENT TITLE: CL23-005 Nuisance Abatement

CITY COUNCIL AUTHORIZATION:

Date Authorized: 10/25/2022

Legistar File ID: 22-654

DOCUMENTS REVIEWED AS TO:

Content:	 Contract Administrator	<u>10/7/2022</u>
Content:	 Finance Director	<u>10/7/2022</u>
Forms:	 City Attorney	<u>10/18/22</u>

COMMENTS:

New Contract

Contract: CL23-005 Nuisance Abatement
Vendor(s): Jennifer Thomas dba B&T Lawn Maintenance

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____.

City Attorney



Neighborhood Services

212 SW 9TH STREET

Lawton, Oklahoma 73501

(580) 581-3467 FAX (580) 581-3510

www.lawtonok.gov

MEMORANDUM

TO: Justine Guevara, Buyer
Maegan Dowlen, Contract Administrator

FROM: Janet Smith, Community Services Director

THRU: Teri Bayones, Neighborhood Services, Abatement Process Administrator

DATE: October 7, 2022

SUBJECT: CL23-005 RECOMMENDATIONS

Contract Name: **NUISANCE ABATEMENT**

Contract Number: **CL23-005**

Department recommendation is to **award** contract CL23-005 Nuisance Abatement to:
B & T Lawn Maintenance with a bid of \$68.00/hr.

However, after careful consideration, our department recommendation is to **reject** the \$110.00/hr bid submitted by **Lawn Wizards** as it is considerably higher than our current highest hourly rate contractor. (Current highest hourly rate is \$70.00/hr.) Since current contractor hourly rates have proven to be sufficient to satisfactorily complete the required Nuisance Abatement Contract Specifications, despite rising costs of inflation, we cannot justify Lawn Wizards hourly rate bid at this time.

Current Vendors: Adult & Teen Challenge (CL 22-017)
Joe's Backhoe Service LLC (CL 22-031)

If you have any questions, please let me know.

Thank You,
Teri Bayones

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.dowlen@lawtonok.gov justine.guevara@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: September 9, 2022	Dates Bid Advertised: September 11, 2022	No Bids Received After: October 4, 2022 2:00pm	
Contract Number and Title: CL23-005 Nuisance Abatement		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Jennifer Thomas		Reason for No Bid: NA	
Mailing Address: 1441 NW Ozmun		Terms: NA	
City: Lawton	State: OK	Zip: 73505	Delivery: NA
Area Code and Phone Number: 580 360 1050		Email Address: btlawnmaintenance@gmail.com	
Federal Employer Identification Number or Social Security Number 632 14 7013			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Lawton

Jennifer Thomas of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

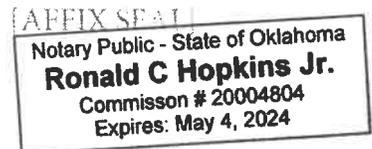
Firm: Jennifer Thomas
 Address: 1441 NW Ozmun Ave.
Lawton OK 73505
 (City, State, Zip)
 Phone: 580 360 1050

Jennifer Thomas
SIGNATURE OF AUTHORIZED AGENT

Jennifer Thomas
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 23 day of September, 2022.

[Signature]
Notary Public
My Commission expires: 05-04-2024



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 CONTACTS 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 a policy shall be maintained on the 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.

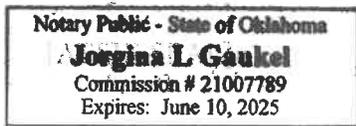
- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor 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.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Jennifer Thomas
Business Name / Contractor Name

Jennifer Thomas
Signed
Print : Jennifer Thomas

Attested to before me this 26 day of SEPT, 20 22

Jorgina L. Gaukel
Notary Public

My Commission Expires 06.10. 20 25

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-131

SPECIFICATION TITLE: Nuisance Abatement

APPROVAL DATE: September 8, 2022

INTENT

1. When the City finds private property within the corporate limits of the City of Lawton in violation of certain provisions of Chapter 15 of Lawton City Code prohibiting a public nuisance, the City will cause the nuisance to be abated and removed. The City will contract with up to five (5) private firms to provide the services necessary for this nuisance abatement under this specification title. This specification title presents the scope of work and requirements for the contracts to provide this nuisance abatement.

DEFINITIONS

2. The words, terms or phrases used in this specification title shall have the same meaning of the like words, terms or phrases as defined and used in Chapter 15, Lawton City Code. Without limitation, some of the words, terms or phrases as defined and used therein include: "cleaning", "dead tree limb", "junk", "low hanging limb", "nuisance", "private property", "trash", and "weeds". In addition, the following terms as used herein shall have the meaning ascribed:

City:	The City of Lawton, Oklahoma
Contract:	The written agreement made and entered into by and between the City and the Contractor to provide the services for nuisance abatement pursuant to this specification
Contractor:	Any private firm awarded a Contract
Department:	The City of Lawton, Administrative Services Department Neighborhood Services Division
Front feet:	The width of lot along the street right-of-way; if a lot borders two streets, front feet shall be the narrower width.
City Official:	Neighborhood Services Supervisor

3. In addition, all of these words, terms or phrases referenced in this paragraph, or pronouns used in their stead, shall have their indicated meanings wherever used in any related document or instrument, to include without limitation: any Contract awarded under these specifications; any advertisement made for awarding such a Contract, or in any document or instrument used by the City to facilitate the administration or awarding of such a Contract.

TERM AND EXTENSIONS

4. The Contract will have an initial term of one (1) year; provided, for administrative purposes, the City Official may establish initial term of less than one year for a given Contract by setting an early termination date. The City, at its sole option may extend a Contract as provided in the therein. The City may allow up to two (2) contract extensions of one year each.

BIDDING AND CONTRACT AWARDS BID SCHEDULE

5. The City will award up to five (5) Contracts pursuant to this specification title. The City will solicit bids from private firms by following the competitive bidding procedure in Lawton City Code. The City will award the Contracts to the lowest responsive bidders.

6. The City Official will hold a **MANDATORY** pre-bid conference on Friday, September 23, 2022 at 2:00pm, in the Banquet Room, City Hall, 212 SW 9th Street, Lawton, Oklahoma. **FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN REJECTION OF THE FIRM'S BID.**

7. When submitting a bid, bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour. A successful bidder must, within seven (7) days from the award, execute and deliver to the City Official the Contract, all bonds, all proofs of insurance and all other such documents related to the Contract as may be required. Should a bidder fail to do so, the City may, in its sole discretion, disqualify the bid and select a substitute Contractor with the next lowest responsive bid.

8. As part of the administrative process to abate a public nuisance, such as provided in Article 15-2 of Lawton City Code, the City will assess an administrative fee upon the property owner. This administrative fee does not constitute any part of the Contract remuneration. The Contractor *should not* consider this administrative fee in computing the firm's bid under these specifications.

SCOPE OF WORK

9. The Contract made pursuant to this specification title will require Contractors to mow, clean and remove certain material (clippings, junk, trash, deadfall limbs, weeds, debris, etc.) from private property deemed to be a public nuisance. The geographic area under all Contracts will be the municipal corporate limits of the City of Lawton in its entirety. The location of the property, the size of the work area (if smaller than the whole property) and the scope and type of the services to be provided by the Contractor will be described in a written work order issued by the City Official.

10. The City estimates that it may issue up to 700 work orders annually. The City Official will determine all work order requirements and the frequency of issuing work orders based on the City Official's determination for the need to abate a nuisance on a particular property and based on available funding. The City makes no guarantee as to the number of work orders that the City Official will issue during the contract term.

11. The Contractor shall be available to the City to provide the services necessary for nuisance abatement under the Contract Monday through Friday; provided, this requirement shall exclude the following holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. The Contractor may determine the schedule for fulfilling the work order (within the parameters of this specification title), provided the work is performed at times (preferably daylight hours) when the peace and privacy of neighboring property occupants will not be disturbed.

12. The Contractor who submits the lowest bid will be issued work orders before higher bidding contractors. Once the lowest bid contractor has accepted the maximum amount of work that can be completed within a seven (7) day period, the City Official will then issue work orders to the next lowest bid contractor. This process will continue until the lowest bid contractor can accept more work orders. All work described in the work order must be completed within seven (7) calendar days after the Contractor receives the work order from the City Official. Should the Contractor fail to complete the work within the time required (unexpected weather delays and holidays excepted), the City Official may withdraw the work order and reissued the order to an alternative contractor. In such case, the Contractor shall receive no payment for any work performed. In the event that the contractor submits an invoice for completed work and payment, and the work is found to be unsatisfactory to the City Official, and the original seven (7) calendar days have expired, the contractor will be given two (2) additional business days to correct the unsatisfactory work. No new work will be given until reissued work orders are corrected.

13. Each Contractor, , will provide all the following three (3) types of services: (a) cutting, mowing, and removal of grass and weeds; (b) removal of junk (not to include junk vehicles), debris, trash, rubble, fallen trees and limbs, low-hanging limbs (dead or living) or other material, and; (c) removal of brush, hedges and other obstructive vegetation not related to the first two types of services. The provision of any of these three services may also require the Contractor to remove a limited amount of rubble and debris in order to accomplish the work ordered. The Contractor should figure the cost of this additional work into the firm's bid under these specifications.

14. A Contractor shall not begin work prior to receiving a written work order from the City Official. The City will not pay for work performed prior to the City Official issuing a written work order to a Contractor for a specific location. The City will pay only for the scope of work described on the written work order.

15. The Contractor shall be responsible for prompt removal and disposal of all material creating the nuisance at an approved location. The Contractor shall bear all the costs, to include disposal fees, for the removal and disposal of all material creating the nuisance. This material includes without limitation: grass and weed clippings, tree limbs, other vegetation, trash, junk, debris, scrap, rubble, and the like. The Contractor should figure this additional cost into the

firm's bid under these specifications. The Contractor shall maintain copies of all dumping and disposal tickets for one (1) year after contract termination and shall make these readily available for inspection by the City.

16. The Contractor shall supply, and bear all the costs related to, all labor, equipment, tools, materials and supplies needed to complete the work order and shall supply and bear all the costs related to transportation to and from the job sites for its workers and equipment. The Contractor should figure these costs into the firm's bid under these specifications.

17. The Contractor shall photograph the work area immediately before and after the work is performed. The Contractor must submit the photographs, with date of work performed and address together with each invoice for services rendered together with a copy of the associated work order. Camera and development costs are the responsibility of the Contractor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where abatement activities occurred. The photographs shall also clearly document all material creating the nuisance removed from the premises. Where the work order requires cutting, mowing, and removal of grass and weeds, the before-work photographs must clearly show the measure of the grass and weeds in excess of twelve (12) inches in height prior to mowing; the after-work photographs must clearly show the measure of the grass and weed cut no lower than two (2) inches and no higher than four (4) inches. Failure to follow these photograph provisions may result in non-payment for the work completed.

PAYMENT AND INSPECTION

18. Upon completion of the work ordered, the Contractor shall provide the City Official with a written invoice together with a completed copy of the work order and the required photographs of the property. Payment for work pursuant to a work order shall be conditioned upon the Contractor's satisfactory performance and compliance with the terms and requirements of the Contract. No payment shall be made until the work is inspected and approved by the City Official. Upon completion of the work, the Contractor must notify the City Official and request an inspection. Failure to request an inspection may delay payment or may result in the City making no payment if the City Official in good faith cannot verify that the work was satisfactorily completed because of the Contractor's delay in making a request for inspection.

GENERAL REQUIREMENTS

19. **Independent Contractor.** The Contractor shall be an independent contractor of the City with regard to performing and preparing to perform the services specified in the Contract. Contractor agrees to conduct itself in a manner consistent with such status. The Contractor further agrees that the Contractor, its officials, principals, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the City by reason of the Contract. The Contractor, its officials, principals, agents and employees shall make no claim, demand or application for any right or privilege applicable to an official, agent or employee of

the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

20. Capability. The Contractor must demonstrate that it has the resources and ability to field up to two (2) mowing crews to ensure the work is completed in accordance with the terms of the contract. The City will make the determination as to the Contractor's resources and ability.

21. Indemnification. Contractor and/or its insurer shall forever release, defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against, and will solely and exclusively bear and pay, any and all claims, suits, liabilities, losses, penalties and damages and the associated costs and expenses (including reasonable attorneys' fees, experts' fees and costs of investigation), arising from or relating to (a) the bodily injury to or death of any person or damage to real and/or tangible personal property caused by any willful or negligent act or omission of the Contractor or its employees, officers, agents, or representatives; (b) gross negligence or willful misconduct in any act, error, or omission by the Contractor or its employees, officers, agents or representatives in the performance of this Agreement. So much of the money due the Contractor under and by virtue of this Contract at the time a claim is made or a suit or action instituted may be retained and held by the City as indemnity bond. Such amount shall be forfeited in the event Contractor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

22. Insurance. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under these specifications, and such insurance has been approved by the Department. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been obtained and approved. Any sub-contractor employed or contracted by the Contractor shall have the same insurance requirements as the Contractor and shall provide to the City all required evidence of this insurance.

A. The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance as prescribed by the laws of the State of Oklahoma.

B. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as well as protect himself from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

i. Comprehensive General/Public Liability Insurance including, but not limited to, products liability:

- | | | |
|----|--|-------------|
| 1. | Bodily injury - each person | \$ 125,000 |
| 2. | Property damage - each person | \$ 25,000 |
| 3. | Aggregate, Bodily injury and property damage | \$1,000,000 |

ii. Comprehensive Automobile Liability Insurance with the minimum liability as set out for Comprehensive General/Public Liability Insurance.

C. The policies of insurance required by this paragraph 22 shall be carried by insurance companies or indemnity carriers authorized to do business in the State of Oklahoma. The Contractor shall furnish certificates evidencing such insurance. The Contractor shall not allow the policies of insurance required by this paragraph to lapse during any term of the Contract. The Contractor shall not alter these policies' coverage nor change insurance companies or indemnity carriers without giving the City thirty (30) days prior written notice.

23. No Discrimination. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination certifying same to the City.

24. Sub-contracting. The Contractor shall not employ any sub-contractor on the work, or any portion of the work, without the prior written consent of the City.

25. Legal Compliance. The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Contract.

26. Termination for Convenience. The Contractor at all times shall satisfactorily perform all work obligations, terms, and conditions required under the Contract. The City may terminate any Contract made pursuant to this specification title, whether for cause or for no cause, upon ten (10) days written notice to the Contractor. During any time that a recommendation for termination a Contract is pending, the City Official in his or her discretion may suspend issuing work orders to the Contractor.

27. Time of the Essence. The Contractor shall provide all services provided under the Contract in a prompt and timely manner. Time is of the essence with respect Contractor's performance under the Contract.

CL23-005
Bid Title: Nuisance Abatement
DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Jennifer Thomas
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid
(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 68

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Corey Bowen, Neighborhood Services Division, at 580-581-3371 or corey.bowen@lawtonok.gov.

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	VINCENT SAYLOR STATE FARM	CONTACT NAME: VINCENT SAYLOR PHONE (A/C, No, Ext): 580-699-2771 FAX (A/C, No): 580-215-1563 E-MAIL ADDRESS: VINCENT@VFSAYLORINSURANCE.COM
	2401 W GORE BLVD LAWTON OK 73505	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm General Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED B&T LAWN MAINTENANCE ATT: JENNIFER THOMAS 1441 NW OZMUN AVE LAWTON OK 73505		

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				08/02/2022	08/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CALL 580-699-2771 TO BE LISTED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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LEGISTAR: 22-654
AGENDA DATE: 10-25-2022

-copy-

ITEM TITLE:

..Title

Consider awarding CL23-005 Nuisance Abatement to B & T Lawn Maintenance.

..body

INITIATOR: Janet Smith, Community Services Director

STAFF INFORMATION SOURCE: Teri Bayones, Neighborhood Services,
Abatement Process Administrator

BACKGROUND: The City of Lawton solicited bids for CL23-005 Nuisance Abatement on BidSync. Two responsive bids were received and opened on October 4, 2022. After reviewing the bids, it is the department recommendation to award CL23-005 Nuisance Abatement to B & T Lawn Maintenance.

EXHIBIT: Department Recommendation, Abstract of Bids, Price Sheet

KEY ISSUES: Does Council wish to award CL23-005 to B & T Lawn Maintenance?

FUNDING SOURCE: General fund, Fund 35 (DDWEEDABAT-RECREAT-4350000-52025)

STAFF RECOMMENDED COUNCIL ACTION: Award CL23-005 Nuisance Abatement to B & T Lawn Maintenance.