




**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4      FAX (580) 581-3438

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## MEMORANDUM

To: Corey Bowen, Neighborhood Services  
From: Maegan Dowlen, Contract Administrator   
Thru: Julie Magness, Accounting and Budget Supervisor  
Subject: CL22-001 – Nuisance Abatement

Enclosed please find the bids for CL22-001 – Nuisance Abatement following the bid opening on Tuesday, August 24<sup>th</sup>, 2021.

Please review the bids and send us your vendor recommendation for this contract as well as the Legistar number.

If you have any questions please contact Marcie Sego at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) and Maegan Dowlen at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Thank you,

Maegan

# City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Corey Bowen, Neighborhood Services Supervisor Email: corey.bowen@lawtonok.gov Phone: (580) 581-3371	
<b>Date Bid Typed:</b> July 20, 2021	<b>Dates Bid Advertised:</b> July 21, 2021	<b>No Bids Received After:</b> August 24, 2021 2:00 P.M.	
<b>Contract Number and Title:</b> <b>CL22-001 Nuisance Abatement</b>		<b>Requirements-type Contract:</b> YESX	<b>Contract Period:</b> 12 months
Mandatory pre-bid conference on August 16, 2021 at 10:00am in the Banquet Room City Hall, 212 SW 9th Street, Lawton, Oklahoma.			
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room</b> <b>212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Looking Good Lawncare / Danny Tendall		<b>Reason for No Bid:</b>	
<b>Mailing Address:</b> 739 PARADISE VALLEY DR. City: LAWTON State: OK Zip: 73507		<b>Terms:</b>	
<b>Area Code and Phone Number:</b> (580) 699-9000		<b>Delivery:</b>	
<b>FAX Area Code and Phone Number:</b>		<b>Federal Employer Identification Number or Social Security Number</b> 446-90-6829	

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

STATE OF OKLAHOMA

COUNTY OF COMANCHE

DANNY TENDALL

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.

  
 SIGNATURE OF AUTHORIZED AGENT

Danny Tendall / owner  
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 23rd day of Aug, 2021

My Commission expires: Oct. 9, 2021

Firm: Looking Good Lawncare  
 Address: 739 PARADISE VALLEY DR.  
LAWTON, OK, 73507  
 (City, State, Zip)

Phone: (580) 699-9000

INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11

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

STATE OF OKLAHOMA

SS

COUNTY OF COMANCHE

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.

Lookin Good Lawncare / Danny Tendall  
Business Name / Contractor Name



Signed

Print Danny Tendall

Attested to before me this 25 day of Aug, 2021

  
Notary Public

My Commission Expires OCT 09 2021

**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.

CL22-001

Bid Title: Nuisance Abatement

DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Looking Good Lawncare  
(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: \$ 60.00

**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](mailto:corey.bowen@lawtonok.gov).

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



# City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Corey Bowen, Neighborhood Services Supervisor Email: corey.bowen@lawtonok.gov Phone: (580) 581-3371	
<b>Date Bid Typed:</b> July 20, 2021	<b>Dates Bid Advertised:</b> July 21, 2021	<b>No Bids Received After:</b> August 24, 2021 <b>2:00 P.M.</b>	
<b>Contract Number and Title:</b> <b>CL22-001 Nuisance Abatement</b>		<b>Requirements-type Contract:</b> YESX	<b>Contract Period:</b> 12 months
<b>Mandatory pre-bid conference on August 16, 2021 at 10:00am in the Banquet Room City Hall, 212 SW 9th Street, Lawton, Oklahoma.</b>			
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Veteran's Tree and Lawn, LLC Matthew Harpe, Owner		<b>Reason for No Bid:</b>	
<b>Mailing Address:</b> 4113 SW Wendy Dr		<b>Terms:</b>	
<b>City:</b> <b>State:</b> <b>Zip:</b> Lawton    OK    73505		<b>Delivery:</b>	
<b>Area Code and Phone Number:</b> 580-583-7107		<b>FAX Area Code and Phone Number:</b>	
<b>Federal Employer Identification Number or Social Security Number</b> 85-2335950			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

**STATE OF** Oklahoma

**COUNTY OF** Comanche

Matthew Aaron Harpe 2021

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.

*Matthew Harpe*

SIGNATURE OF AUTHORIZED AGENT

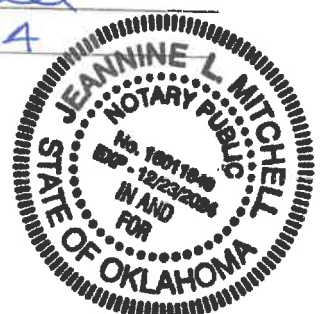
Matthew Harpe / Owner

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 17th day of Aug, 2021

My Commission expires: 12.23.24

Notary Public



INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11



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

STATE OF Oklahoma  
COUNTY OF Commanche 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.

Veteran's Tree and Lawn, LLC  
Business Name / Contractor Name



Signed

Print

Matthew Harpe

Attested to before me this 17th day of Aug 2021

Notary Public

My Commission Expires 12.22 2024

**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:

### **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, Community 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 that ends November 30, 2021; 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 August 16th, 2021 at 10:00 a.m., in the Banquet Room, City Hall, 212 SW 9th Street, Lawton, Oklahoma. \*

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.

CL22-001  
Bid Title: Nuisance Abatement  
DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Veteran's Tree and Lawn, LLC  
(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: \$ 65.00

**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](mailto:corey.bowen@lawtonok.gov).

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

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above <b>Veteran's Tree and Lawn LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>4113 SW Wendy Dr</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lawton, OK 73505</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	2	-	2	3	3	5	9	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>[Signature]</i>	Date ► <b>12 Aug 2021</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08-13-2021

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

Robert Brown Agency  
1038 NW 38th St  
Lawton, OK 73505

## CONTACT

NAME: James Huya, Agent Producer

## PHONE

(A/C, NO, EXT): 580-699-3400

## FAX

(A/C, NO): 580-699-3401

## E-MAIL

ADDRESS: james.rbrown5@farmersagency.com

## INSURED

Veterans Tree and Lawn LLC  
4113 NW Wendy Dr  
Lawton, OK 73505

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3AA498177	08-12-21	08-12-22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
Tree pruning, tree removal, stump grinding, lawn care, fence erection, tree trimming, edging, weed eating

## CERTIFICATE HOLDER

## 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 Agent -

James Huya