

CITY OF MOORE
PUBLIC WORKS MOWING CONTRACTOR – PHASE 2
BID SPECIFICATIONS
Bid No. 2025-011

The City of Moore is currently receiving proposals from interested parties for the contracting of mowing and lawn maintenance services within designated right of ways and easements within the City of Moore. The Public Works Mowing projects include mowing and maintenance within Street ROW's and Easements as well as in Drainage Channel ROW's and Easements, as identified in EXHIBITS "A" and "B". The Contractor is required to complete EXHIBIT "A" by filling in the Contractor's "Cost Per Service" column for a single mowing for each of the 10 locations. For access to Exhibit "B" interested Bidders should go to the City of Moore website to view particulars regarding proposals at <http://www.cityofmoore.com/government/city-bids>.

1. Eligibility of the Contractors

The contractors shall be in good standing with the City of Moore. Contractors shall include in the bid packet: a current audited financial statement, description of their company's capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City of Moore will evaluate all proposals received and does reserve the right to waive any informalities or irregularities and select the proposal that best suits the needs of the City of Moore.

2. Insurance Requirements

Bidders will be required to meet insurance requirements of not less than the following limits.

General Liability	\$2,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

3. Description of Work

The work will consist of mowing and lawn maintenance services within designated right of ways and easements within the City of Moore. This includes maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City of Moore. The City of Moore reserves the right to use other contractors, or their own forces, to perform portions of this work and will utilize the contractor's services solely at the discretion of The City of Moore. The City of Moore does not guarantee any specific amount of work above the base contract amount.

4. Basic Bid Proposal

The Contractor will provide personnel that are fully experienced and qualified in the mowing and lawn maintenance services of Street ROW's and Easements. Extra manpower is to be provided by the contractor on an as needed basis, based on contract requirements.

The Contractor's equipment shall all be late model, clean and in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, mowing equipment, and manually operated tools, and lawn maintenance equipment.

5. Contract Term

The term of this agreement shall be five (5) years and shall commence with the signing of the contract. This agreement will be reviewed annually and approved by the City of Moore and the Moore Public Works Authority for continuation. After the initial term of the Contract, it may be renewed by the City and the Contractor for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to maximum of five (5) annual extensions, by executing a written renewal agreement between the parties. The renewal agreement is to be completed 60 days before the contract expires.

6. Default

A default shall occur on the part of the Contractor if any proceeding is instituted by or against the Contractor seeking to adjudicate a bankruptcy, insolvency, seeking liquidation, or any law relating to bankruptcy, or insolvency, or if Contractor shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials and equipment or otherwise be guilty of a substantial violation (default) of any provision of this Agreement which Contractor shall have failed to address promptly after service of 24 hours of written notice thereof by The City of Moore. The City may, without prejudice to any other right or remedy, terminate the contract. The City of Moore or the Contractor may also terminate the contract for convenience with 90 days' written notice to each party.

7. General Conditions

a. Definitions

- i. "City employee" and/or "City representative" shall mean only those persons who are on the **City's** payroll or public officials rendering their services to the City.
- ii. "Contractor employee" and /or "Contractor representative" shall mean only those individuals who are on the **Contractor's** payroll, or are subcontractors selected by the **Contractor** for providing services under this agreement. The **Contractor** is not and shall not claim to be an employee of the City of Moore.
- iii. "Project Officer" shall mean the Superintendent of the Streets and Drainage Division within the Public Works Department of the City of Moore or Designee.

b. Scope of Services

- i. **Contractor** agrees to perform all work, under the conditions outlined, within this agreement. Such bid shall be considered as the minimum specifications by which work shall be performed under this agreement. The bid shall be deemed a component of this contract and is incorporated herein by reference.
- ii. **Contractor** agrees to abide by all provisions outlined with the attached bid in all aspects including, but not limited to, services to be performed, supplemental requirements, **and Contractor's** written or typed response to the bid.
- iii. **Contractor** and **City** agree that it may be necessary to expand the list of areas to be mowed. Any area added shall be mowed at a mutually agreed price pursuant to the City of Moore's Purchasing Policy.

8. Terms of Service

a. Contract

- i. The mowing season services provided shall be in effect from April 1, 2025 to November 1, 2025, and will be renewed annually for the same time period.

9. Terms and Conditions

a. Conditions

- i. A non-exclusive contract, the **City** has the right to contract with other parties to perform identical services.
- ii. The conditions of this agreement shall be outlined with all specifications and details established within this agreement.

b. Supplemental Terms and Conditions

The following are included as supplements to the terms and conditions provided herein.

- i. All **City** areas designated to be mowed are included as supplements to the terms and conditions provided herein.
- ii. All **City** areas designated are to be mowed between a 2" to 3" height.
- iii. Remove all grass clippings from designated areas. The **City** reserves the right to eliminate the removal of grass clippings on an area-by-area basis for all designated areas.

- iv. All **City** areas are to be mowed and maintained on a bi-weekly basis from the dates within this contract. There should be a minimum of 12 separate occasions in which City areas are to be mowed and maintained with weather permitting.
- v. All **City** areas may also need to be on an as needed basis determined by the **Project Officer**, as the designee of the City. If this happens to occur a written negotiated amount agreed upon by both the **City** and the **Contractor** must be signed and dated before any additional work outside of the specifications of this contract is performed.
- vi. **The Project Officer**, as the designee of the **City**, will approve the mowing on an as-needed basis.
- vii. There shall be no additional charge for small incidental trash pickup when mowing a designated city area. When in doubt what is considered “small incidental trash pickup”, the “Project Officer” shall make the determination.
- viii. The **Contractor** must provide insurance certificate prior to entering a contract for mowing service for the **City**.
- ix. **Contractor** will provide all necessary mowing of properties designated by the **City** and attached as Exhibit "A". Such work may include, but is not limited to, the use of a standard mower, riding mower, or similar work to reduce grass and/or weed height to maintain the 2” to 3” height. The use of a line trimmer may be required for weeds near fences or other structures to achieve the necessary appearance. Edging, blowing grass clippings off all roadways, sidewalks, parking lots, walking trails is required upon each service at each location.
- x. The **Contractor**, as a significant portion of the consideration for this contract, agrees to indemnify and hold the City of Moore, its employees or assignees, harmless from any and all damages arising from the negligence of the **Contractor** in performing any part of this contract.
- xi. The **Contractor** agrees that neither he or any of his employees, agents or subcontractors, will claim to be employees of the City of Moore, nor will they attempt to file any claim under Workers’ Compensation. Further, **Contractor** agrees to indemnify and hold harmless the City of Moore against any claim filed under Workers’ Compensation by any such employee, agent or subcontractor.

10. Payment

- a. Price for Service
 - i. Mowing Areas to be mowed are identified in Exhibit "A".
- b. Contractor's Invoice and Schedule for Payment

- i. **Contractor** will submit weekly invoices for completed work to the City of Moore within five (5) business days of the end of each week. Each invoice will include every location with dates, and cost of services performed to be individualized and compiled into one single invoice for that week's services that were completed.
- ii. The **City of Moore** agrees to pay **Contractor** for invoices submitted in accordance with the normal payment of claims.

11. Rate Schedule Adjustments

The contract rates may be adjusted once per year on the contract anniversary date at which time the **Contractor** and the **City of Moore** may negotiate rate adjustments to compensate for cost increases in materials, fuel, insurance, etc. These material adjustments must be documented to the full satisfaction of the **City of Moore**. Labor rate adjustments or cost-of-living increases for labor may not exceed the U.S. Labor Department's U.S. City Average Southwest Region C.P.I. for the immediately preceding calendar year. If the **Contractor** and the **City of Moore** cannot agree on the amount of a contract renewal, the **Contractor** or the **City of Moore** may elect to terminate the contract. If the parties elect to terminate the agreement, the contractor shall be bound to complete the mowing of all service areas one final time, or for a term of no longer than 90 days, at the discretion of the **City of Moore** at the current contract rates.

*** SIGNATURE PAGE ***

I, _____ (print) on behalf of "CUSTOMER" hereby represent that I am an agent for and authorized to act on behalf of "CUSTOMER" my signature as the representative listed hereby agrees to be bound by the terms and conditions contained herein.

I, _____ (print) on behalf of "VENDOR" hereby represent that I am an agent for and authorized to act on behalf of the "VENDOR" by signature of the representative listed here agrees to be bound by the terms and conditions contained herein.

VENDOR:

AUTHORIZED SIGNATURE OF VENDOR REPRESENTATIVE DATE

**CUSTOMER:
CITY OF MOORE/MPWA**

SIGNATURE OF CUSTOMER REPRESENTATIVE DATE

ATTEST:

VANESSA KEMP, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

BRIAN MILLER, CITY ATTORNEY

Exhibit "A"			
			Services to be provided on an every 14-day basis (weather permitting. Number of services to be no less than 12 visits per season, and no more that 18 visits per season. Signed permission will be required to provide additional visits over the initial allotted 18.
	Identified Areas to Receive Mowing and Maintenance Service	Cost Per Single Service	
1	Pole Rd. (NE 35th to NE 12th)		No less than 12 visits per season, and no more than 18
2	NE 12th St. (slope by English Village apartments towards Broadway)		No less than 12 visits per season, and no more than 18
3	White fence (SW 4th to SW 19th West I-35 Service Rd.)		No less than 12 visits per season, and no more than 18
4	NE 27th St. (I-35 Service Rd. to Eastern)		No less than 12 visits per season, and no more than 18
5	SE 19th St. (S. Broadway and Tower to Sunnyslane)		No less than 12 visits per season, and no more than 18
6	S. Broadway Ave. (SE 19th to Bryant)		No less than 12 visits per season, and no more than 18
7	I-35 Service Rd, West Side (Main to SW 4th); I-35 Service Rd. East Side (NW 5th to SW 4th)		No less than 12 visits per season, and no more than 18
8	Bryant Ave. (NE 35th to NE 12th) and (Main to Indian Hills)		No less than 12 visits per season, and no more than 18
9	Eastern Ave. (SW 19th to Indian Hills)		No less than 12 visits per season, and no more than 18
10	SE 34th (Bryant to City limits ; 1/2 mile east of Sooner Rd.)		No less than 12 visits per season, and no more than 18
Total of "Cost Per Single Service Items"			