



REQUEST FOR  
GROUNDS MAINTENANCE SERVICES  
AT  
CITY OF OCEAN SPRINGS HWY 90 MEDIAN  
AND  
CITY OF OCEAN SPRINGS LOCATIONS

February 5, 2020

## BID DOCUMENTS

1. Advertisement for Bid Proposal and Contract
2. General Requirements for Bid Proposal and Contract
3. Grounds Maintenance Requirements
4. Bid Proposal for Requested Services
6. Appendix A: City of Ocean Springs Location Lists
7. Appendix B: City of Ocean Springs Location Aerial Maps
8. Appendix C: General Contractor Conditions

## ADVERTISEMENT

### REQUEST FOR PROPOSALS FOR GROUNDS MAINTENANCE FOR THE CITY OF OCEAN SPRINGS, MISSISSIPPI

It is the desire of the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi to provide for the maintenance and upkeep of certain public buildings and areas – location list attached. It is the intention of the City to contract with qualified persons or firms to provide such maintenance and upkeep as necessary to assure proper continued appearance growth and care of such grounds.

The City of Ocean Springs is requesting bid proposals to provide Grounds Maintenance services for the Hwy 90 Complex (Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial) and Hwy 90 median (Hwy 57 to Ocean Springs/Biloxi Bay Bridge). Grounds Maintenance shall include mowing, trimming, weed eating, edging and other associated tasks at the named locations. Bids shall include all costs associated with providing labor, equipment, tools, vehicles, fuel, and materials to perform requested service. The contractor shall perform this contract in a manner that will maintain a healthy and attractive appearance to the grounds. The grounds shall be kept free of all debris and growth that may detract from the overall appearance of the locations. The term for this service shall be for one (1) year beginning the date of approval by the Board of Aldermen. The parties agree that the City, at its option, may extend the term of the Contractor for additional years under the same provisions thereof.

This RFP is for services only. The contractor is to provide labor and equipment necessary to perform the contract.

The bidding documents may be examined at Ocean Springs Public Works at 712-A Pine Drive, Ocean Springs, MS 39564. The bidding documents may also be examined and/or obtained from The City of Ocean Springs' electronic bidding service provider, Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Interested bidders shall electronically register with The City of Ocean Springs' electronic bidding service provider to obtain bid documents.

Any questions regarding this RFP should be directed to Marissa Jones at [mjones@oceansprings-ms.gov](mailto:mjones@oceansprings-ms.gov). The RFP's are due no later than 2:00 pm on Tuesday, March 10, 2020, 1018 Porter Avenue, Ocean Springs, MS 39564. The envelopes **must** be marked ATTN: Patty Gaston, City Clerk and clearly marked "Request for Proposals – Grounds Maintenance."

Candice Hooks  
Ocean Springs Public Works  
Assistant Director Administration & Finance

Publish: February 6, 2020  
February 13, 2020

Bid Open: March 10, 2020 at 2:00 pm.

**City of Ocean Springs Bid Proposal and Contract  
Grounds Maintenance Services**

## **GENERAL REQUIREMENTS**

### **GENERAL**

The selected contractor will provide Grounds Maintenance Services for the Hwy 90 Complex (Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial) and Hwy 90 median (Hwy 57 to Ocean Springs/Biloxi Bay Bridge). The RFP is separated into two (2) categories: Option 1: Hwy 90 Complex and Option 2: Hwy 90 Median. Bidders may choose to submit bids for Option 1 only, Option 2 only or both. Grounds Maintenance shall include mowing, trimming, weed eating, edging and other associated tasks at the City of Ocean Springs locations. Bids shall include all costs associated with providing labor, equipment, tools, vehicles, fuel and materials to perform requested service.

### **CONTRACT DURATION**

1. TERM – The term for services shall be for one (1) year beginning date of approval by the Board of Aldermen.
2. The parties agree that the City, at its own option, may extend the term of the Contract for additional years under the same provisions thereof.

### **BID PROPOSALS**

1. Bids can be submitted electronically to Central Bidding, no later than 2:00 pm local time, on Tuesday, March 10, 2020. Bids can also be submitted, no later than 2:00 pm local time, on Tuesday, March 10, 2020, at Ocean Springs City Hall, 1018 Porter Avenue, Ocean Springs, MS 39564. The bids will be reviewed and tabulated. The tabulated bids will be provided to bidders, if interested.
2. Bid envelopes are to be addressed ATTN: Patty Gaston, City Clerk, and clearly marked “Request for Proposals – Grounds Maintenance.”
3. The bidding documents may be examined at Ocean Springs Public Works at 712A Pine Drive, Ocean Springs, MS 39564. The bidding documents may also be examined and/or obtained from The City of Ocean Springs’ electronic bidding service provider, Central Bidding, at [www.centralbidding.com](http://www.centralbidding.com).
4. Any questions regarding the RFP for Grounds Maintenance should be directed to Marissa Jones, Purchasing Agent, by email at [mjones@oceansprings-ms.gov](mailto:mjones@oceansprings-ms.gov).
5. Bids may be held by the owner for a period not to exceed ninety (90) days from the date of opening bids for the purpose of reviewing the bids prior to awarding of the contract for services. The selected contractor shall honor their bid price for the length of the service contract.

## **LOCATION/SITE INSPECTION**

Interested bidders are encouraged to inspect the various City of Ocean Springs sites as identified in the Appendices. For your convenience, aerial maps of the locations have been provided with this request for bid proposals. Bidders are allowed to walk/inspect the sites at their own convenience.

## **INSURANCE**

Prior to the effective date of the contract, the selected contractor shall furnish the City of Ocean Springs a certificate of insurance evidencing the following coverage: Comprehensive General Liability, Automotive Liability and Worker's Compensation, as indicated below:

### **A. Employers Liability**

To the extent included under Worker's Compensation Insurance Policy

Comprehensive General Liability (including Contractual Liability)

### **B. Bodily Injury Property Damage**

\$100,000 each person. \$300,000 each accident, \$50,000 each accident, \$100,000 aggregate

### **C. Automobile Liability Bodily Injury**

\$100,000 each person. \$300,000 each accident

### **D. Property Damage**

\$50,000 each person. \$100,000 aggregate

## **Proof of Compliance**

If awarded, the proposal shall indicate compliance by completion of Contractor Insurance forms, which shall provide for the ten (10) days' notice to the Owner of cancellation of or any material in any of the coverage specified.

## **Certificate of Insurance**

Contractor shall supply the Owner with a Certificate of Insurance to indicate compliance with the above specified insurance coverage.

## **Understandings**

City contact: the City's representative will be the Public Works Director or his designated representative and he shall have the full power to condemn any work or materials not in accordance with the intent and purpose of this proposal, and require the contractor to remove or replace any work or materials so condemned to the satisfaction of the City.

### Hold Harmless

The contractor further covenants and agrees to protect, keep and hold the City harmless against all actions, claims, or demands for damages of any kind of character whatever which may result from the default. Carelessness or negligence of the contractor, his agents, employees or workmen in the prosecution of said work: and shall refund to the City all sums which it may be obliged or adjudged to pay on any such claims or demands, within a reasonable time after demand therefor.

### **CONTRACT**

1. The lowest and most responsive bid shall be recommended for award to the City of Ocean Springs Board of Aldermen.
2. Any contract resulting from the acceptance of the bid proposal shall be on forms supplied by the City of Ocean Springs and shall include all contract documents.
3. The contractor shall not assign or transfer any interest in this contract without the prior written consent of the City of Ocean Springs.
4. If the selected contractor fails to enter into a contract for Grounds Maintenance services then the City of Ocean Springs will consider the bid non-responsive and consider the next lowest and responsive bidder's bid for services.
5. The Owner reserves the right to cancel the award of a contract any time prior to the execution by all parties without liability against the Owner.

### **TERMINATION**

1. The City of Ocean Springs reserves the right to terminate or suspend services of this contract within fourteen (14) days written notice delivered by certified mail or hand delivered by a representative of the City of Ocean Springs.
2. The City of Ocean Springs reserves the right to terminate or suspend services of this contract for repeated and reoccurring poor performance based on the performance criteria in the Grounds Maintenance Requirements.

### **TERMS AND CONDITIONS**

1. The City of Ocean Springs reserves the right to waive minor informalities in proposals, and to negotiate and award this Contract to the bidder believed most advantageous to the City of Ocean Springs. Therefore, the proposal with the lowest cost proposal may not be the best in the City's evaluation of the proposals.
2. The City of Ocean Springs reserves the right to accept or reject any or all bids or to waive any informalities in the bidding at the City of Ocean Springs' sole discretion.

3. In so far as permitted by law, under any contract resulting from the acceptance of an offeror's proposal, the contractor shall indemnify and save harmless the City of Ocean Springs and management and employees for and against all claims, suits, actions, causes of action, orders, judges, or decrees entered by reason of or as a result of the performance of services under the contract.

4. All bidders must comply with all Federal, State and City Equal Employment Opportunity laws and regulations which prohibit discrimination in employment regarding race, creed, color, sex, or natural origin.

## **GROUNDS MAINTENANCE REQUIREMENTS**

### **GENERAL**

The selected contractor will provide Grounds Maintenance services for the Hwy 90 Complex (Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial) and Hwy 90 median (Hwy 57 to Ocean Springs/Biloxi Bay Bridge). Grounds Maintenance shall include mowing, trimming, weed eating, edging and other associated grounds maintenance tasks at The City of Ocean Springs locations as indicated. Bids shall include all costs associated with providing labor, equipment, tools, vehicles, fuel and materials to perform requested service.

### **SCOPE**

It is the responsibility of the contractor to insure the grounds described herein and maintain a neat and healthy year round appearance. The contractor shall mow and/or weed eat the grass at the designated locations as named on the attached Location list in the Appendices. In addition, aerial maps of the locations are attached in the Appendices. The contractor shall also pickup and remove any trash or debris at the site/facility with each scheduled visit.

### **FREQUENCY**

*Bid Option 1:* Hwy 90 Complex (Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial)

The grass shall be cut as follows:

Calendar year (January thru December) – bi-weekly (2 cuts/month)

*Bid Option 2:* Hwy 90 Median (Hwy 57 to Ocean Springs/Biloxi Bay Bridge)

The grass shall be cut as follows:

Calendar year (January thru December) – bi-weekly (2 cuts/month)

\*frequency/schedule may vary at times due to weather conditions, special events, etc.

## **WORK HOURS**

The contractor may only work between 6:00 A.M. and sundown, Monday through Saturday, unless the Public Works Director or his designee authorizes otherwise.

## **FACILITIES AND EQUIPMENT**

The contractor will provide for his own toilet facilities.

The contractor must remove his equipment from the various job locations each evening. No overnight storage of equipment or materials on City property will be permitted.

If needed, the contractor shall make his own arrangements for a source of electricity.

## **PUBLIC ACCESS**

The contractor understands that the facilities he is maintaining are public and open. He shall take proper safety measures to protect the safety of all persons as well as public and private property.

When encountered, the contractor shall, as soon as feasible, report any unsafe condition to, as is appropriate, the Public Works Department.

Any damages caused by the contractor shall be corrected within forty-eight (48) hours or as negotiated with the Public Works Director.

## **PUBLIC SAFETY AND CONVENIENCE**

The contractor shall at all times conduct his work as to insure the least obstruction to traffic.

The convenience of the general public, residents along and adjacent to the work, and the protection of the persons and property are of prime importance and shall be adequately provided for by the contractor. Fire hydrants on or adjacent to the streets shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Materials stored shall be placed so as to cause no unnecessary obstruction to the traveling public. No section of the road shall be closed to the public except by express permission of the City. Such permission may be revoked by the City at any time.

During the progress of work, the contractor shall provide for local traffic to access private property within any closed portion of the work. The contractor shall provide and maintain in a safe condition temporary approaches to and crossing of railways and intersecting streets. Unless otherwise provided for by the plans and/or special provisions, the cost of all necessary materials and all other costs incidental to the public's convenience and safety shall be the responsibility of the contractor and shall be included by him in his proposal for the various pay items appearing in the proposal and contract. The contractor shall cooperate with the City in the regulations of traffic. If in the opinion of the City, the above requirements are not complied with, the City may have such work done as he considers necessary and charge the cost to the contractor. The contractor will not be responsible for the maintenance of the traffic on independent detours provided by the City.



## **COSTS OF SIGNS AND MATERIALS**

The contractor shall be responsible for providing and using suitable signs or other devices to warn the motoring public of work in the area in accordance with the U.S. Department of Transportation Manual on Uniform Traffic Control Devices.

## **TRASH AND DEBRIS**

All paper, cups, cans, twigs, branches, dead flower and all other debris shall be picked up prior to cutting. The contractor will remove such material from the job site each cutting and he will dispose of it in a lawful, proper manner. Such collected debris will not be left overnight at the job-site. The contractor will not burn any such material on City property.

## **ENTRANCE WAYS**

The contractor shall remove and bag all trash, cigarette butts and all other debris and clean entrance ways.

## **CURBS, SIDEWALKS AND MEDIANS**

No grass shall cover the concrete curbs, sidewalks and medians. The method used to control the grass shall not damage being maintained. The contractor is responsible for removing any debris associated with the maintenance of curbs, sidewalks and medians. The method of grass removal is left to the contractor.

## **GRASS IN SIDEWALK CRACKS**

Grass in sidewalk cracks will be removed when trimming (cut by string trimmer or other similar method).

## **RESTRICTIONS OF CUTTING**

The contractor shall not mow or work any site when the ground is so soft from rain that ruts from mowers, tractors, etc. will be left in the surface.

Scalping, uncut strips, and clumps of grass will not be permitted. Clumps of grass and windrows will be raked up and removed from the job site.

## **MONITORING OF WORK/PERFORMANCE**

The work under this Contract shall be done in a professional and workmanlike manner. The work will be checked and monitored by the Public Works Director or his respective designee. If the work is believed to be unsatisfactory, the inspector shall notify the Contractor in writing. The contractor shall remedy the defective work within two (2) working days or as negotiated with the inspector. If work determined to be unsatisfactory is not corrected, the contractor will not be paid therefor. If the contractor's work does not meet the standards and terms of this Contract, the Public Works Director shall report that to the Board of Aldermen. The Public Works Director shall notify the contractor in writing that he may appear at a City Board of Aldermen meeting to be specified in the notice to show just cause why the City Board of Aldermen should not declare the contractor to be in default and cancel this Contract.

## **SAFETY PRECAUTIONS AND RESPONSIBILITIES**

The contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when the work may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by contractor, or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, shall be remedied by contractor, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of owner or engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not: attributable, directly or indirectly, in whole or in part, to the fault or negligence of contractor.

Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Public Works Director has issued a notice to owner and contractor that the work is acceptable. Contractor shall designate a responsible member of their company at the site whose duty shall be the prevention of accidents. This person shall be contractor's superintendent unless otherwise designated in writing by contractor to owner.

## **OUT OF SCOPE SERVICES**

Out of scope services shall be provided on an as requested and as needed basis by the City of Ocean Springs. These services may include providing mowing and weed eating at identified locations in addition to regular scheduled service or as needed at other City of Ocean Springs owned locations upon request. It is agreed when there is an unusual situation outside the scope of this Contract the contractor will perform the work necessary to deal with such situation at a price to be negotiated.

## **PAYMENT**

The contractor will submit monthly invoices according to the bid proposal and seasonal frequency requirements. The City of Ocean Springs will provide confirmation that work is satisfactorily completed for that period at each locations. Should work not be completed within the month period, the City of Ocean Springs reserves the right to adjust the monthly invoiced amount accordingly.

The contractor shall submit an invoice for service to the Public Works Director. All invoices shall include an itemized listing of work, the date performed and the date of billing. All invoices for work must be received by the Thursday before a board meeting. Board meetings are held the first and third Tuesdays of the month. The Public Works Director shall submit the invoice for payment on the docket at the scheduled meeting on the first Tuesday of each month.

## BID PROPOSAL FORM

As a reminder, the RFP is separated into two (2) categories: Option 1: Hwy 90 Complex and Option 2: Hwy 90 Median. Bidders may choose to submit bids for Option 1 only, Option 2 only or both. **THIS FORM MUST BE USED TO SUBMIT BIDS.**

### **Hwy 90 Complex**

*Bid Option 1:* Hwy 90 Complex (Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial)

The grass shall be cut as follows:

Calendar year (January thru December) – bi-weekly (2 cuts/month)

\$ \_\_\_\_\_ (per month)

\$ \_\_\_\_\_ (per year)

### **Hwy 90 Median**

*Bid Option 2:* Hwy 90 Median (Hwy 57 to Ocean Springs/Biloxi Bay Bridge)

The grass shall be cut as follows:

Calendar year (January thru December) – bi-weekly (2 cuts/month)

\$ \_\_\_\_\_ (per month)

\$ \_\_\_\_\_ (per year)

### **Contractor**

Owner's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_

*Submitted by:*

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

The bidder represents that he has examined every site to be maintained under this contract, that he is familiar with every site and that he accepts the conditions that exist in all such locations "AS IS." The City makes no warranty to similar representation of size, length, ground condition or other matters.

**APPENDIX A**  
**CITY OF OCEAN SPRINGS LOCATIONS LIST**  
**AREAS FOR MOWING/WEEDEATING**

**Hwy 90 Complex**

<b>Name</b>	<b>Location</b>	<b>Misc. Info</b>
Police Department	3810 Bienville Blvd	
Fire Department	3820 Bienville Blvd	
Dog Park	3810 Bienville Blvd	behind Police Department
Civic Center	3730 Bienville Blvd	
Vietnam Memorial	3704 Bienville Blvd	on grounds of Civic Center

**Hwy 90 Median**

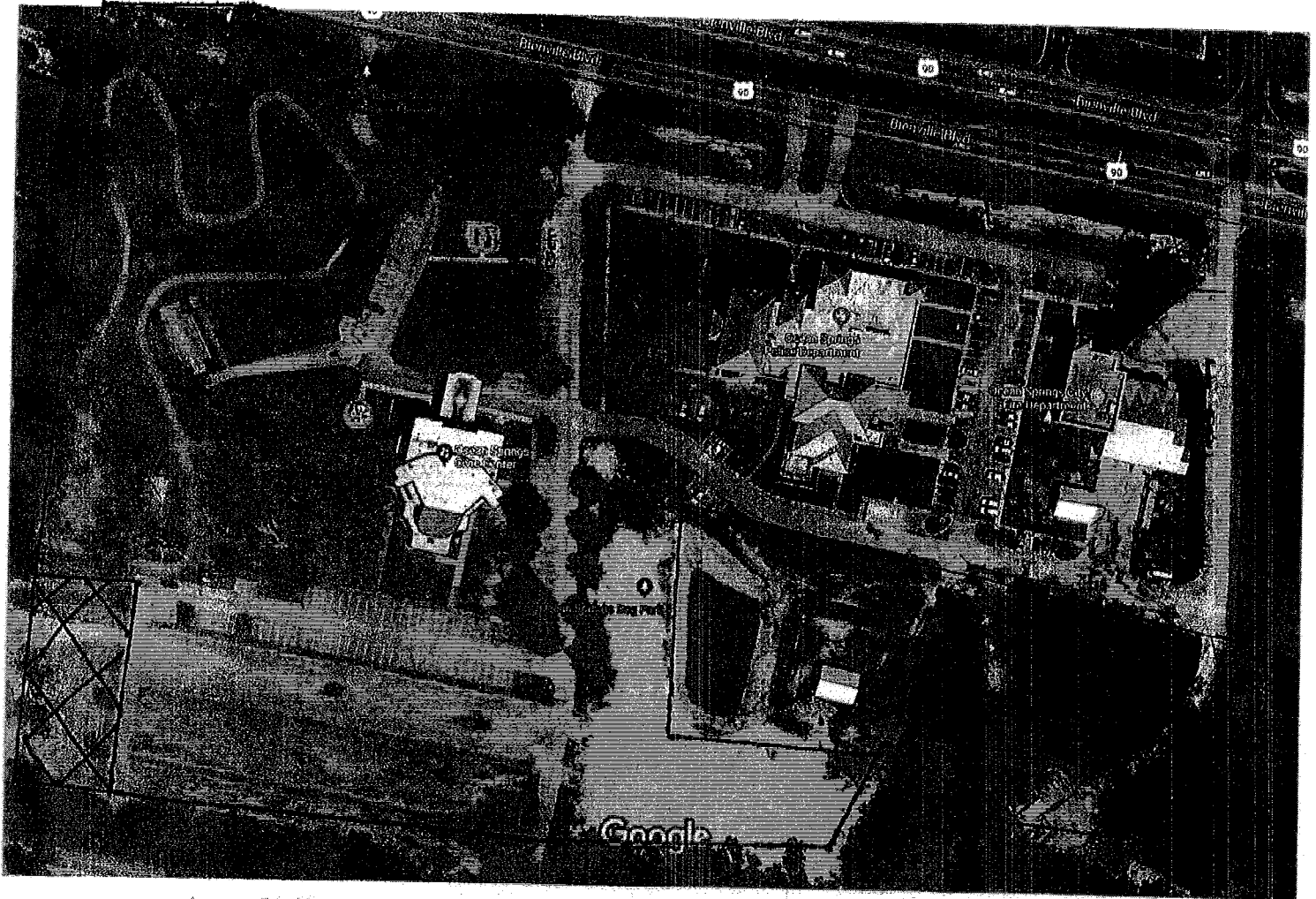
<b>Name</b>	<b>Location</b>
Hwy 90 Median	From Hwy 57 to Ocean Springs/Biloxi Bay Bridge

The contact person for questions regarding locations is Allan Ladnier, 712-A Pine Drive, Ocean Springs, MS 39564. (228) 875-3955 or [aladnier@oceansprings-ms.gov](mailto:aladnier@oceansprings-ms.gov).

**APPENDIX B**  
**LOCATION AERIAL MAPS**

**See next page**

Google Maps



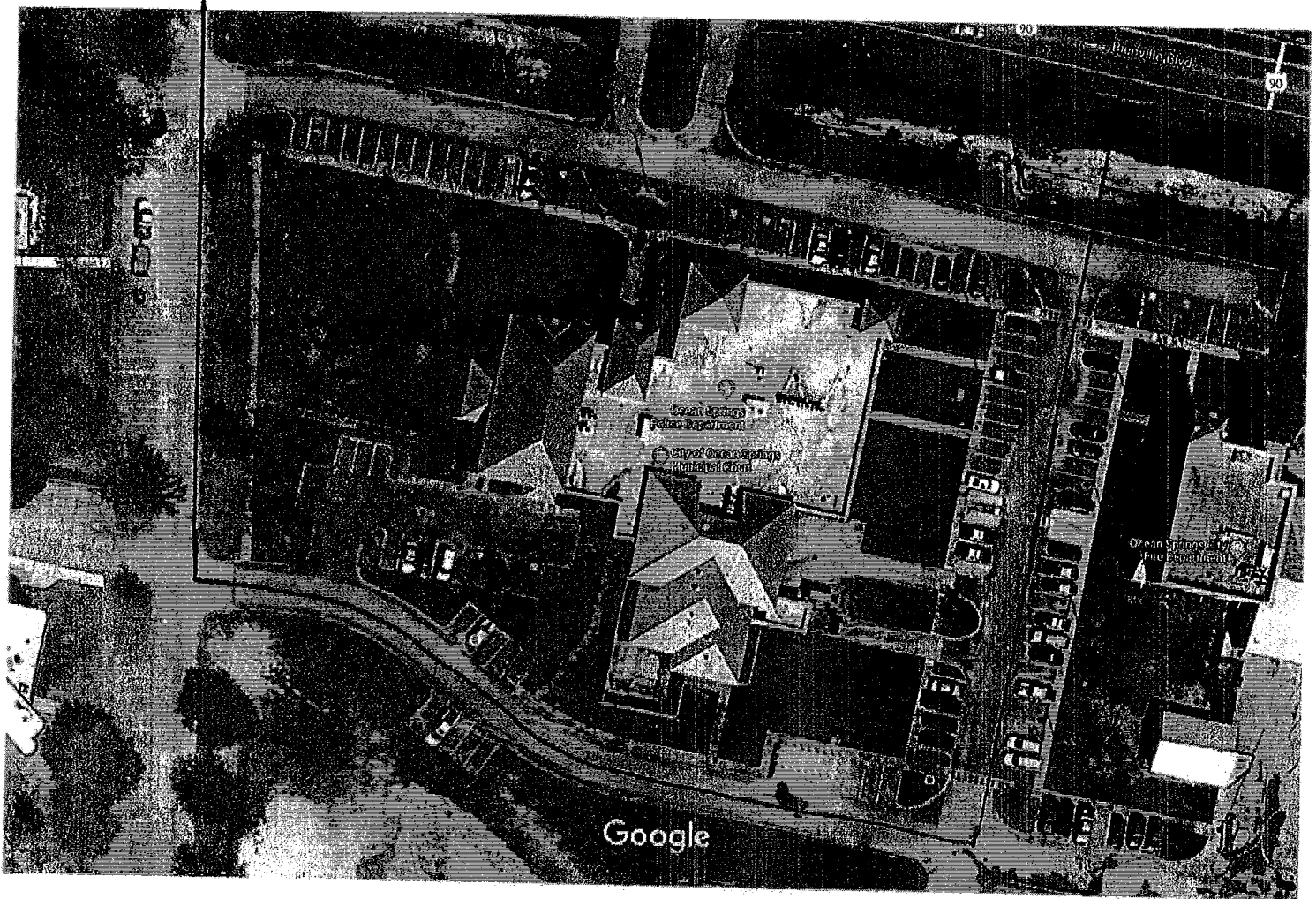
Imagery ©2020 Maxar Technologies, Mississippi GIS Coordinating Council, U.S. Geological Survey, Map data ©2020 50 ft

### Hwy 90 Complex

Ocean Springs Police Department, Ocean Springs Fire Department, Ocean Springs Dog Park, Ocean Springs Civic Center and Vietnam Memorial

\*the approximate area of mowing/weed-eating is outlined

Google Maps



Map data ©2020, Map data ©2020

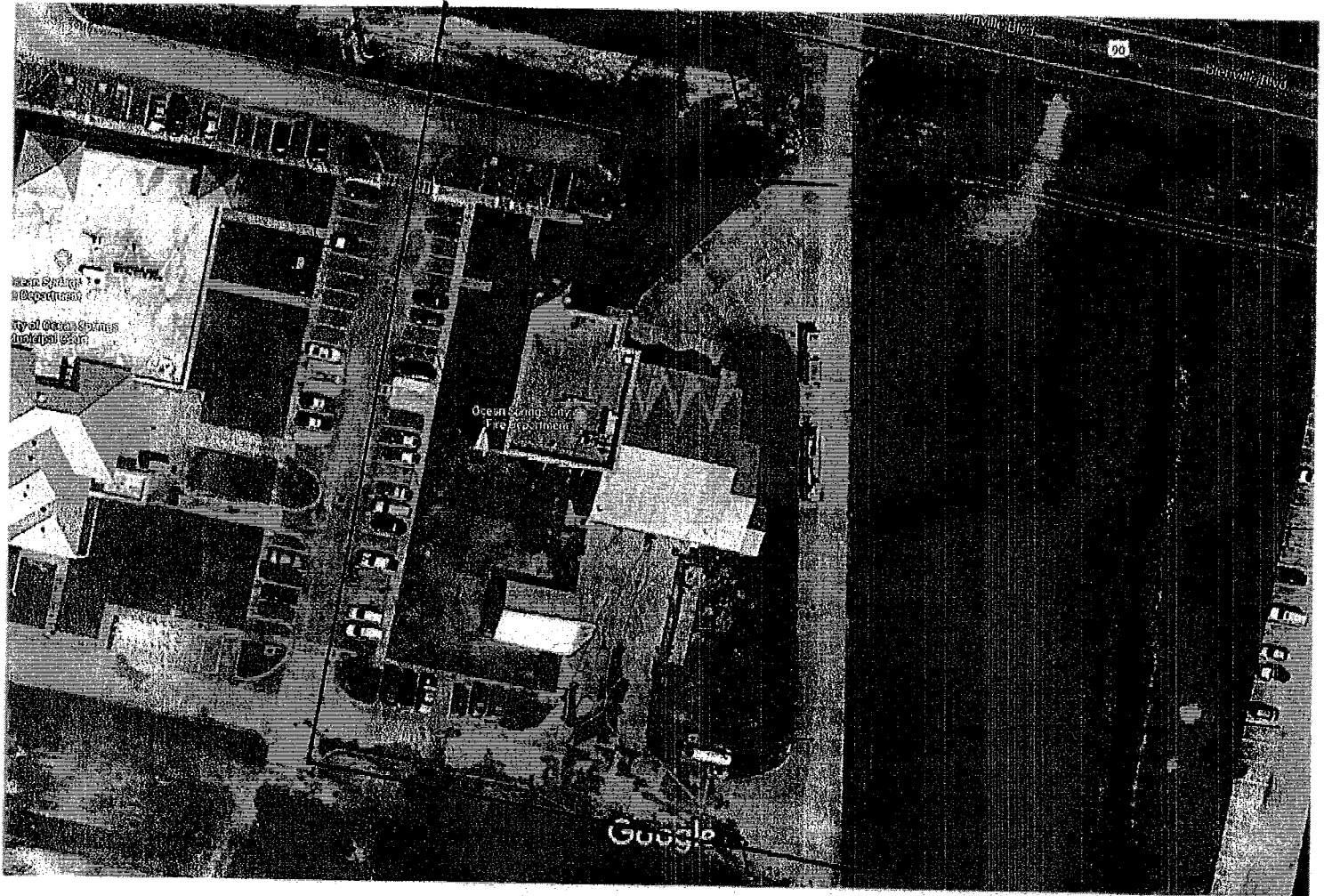
20 ft

Ocean Springs Police Department (3810 Bienville Blvd)

\*the approximate area of mowing/weed-eating is outlined



Google Maps

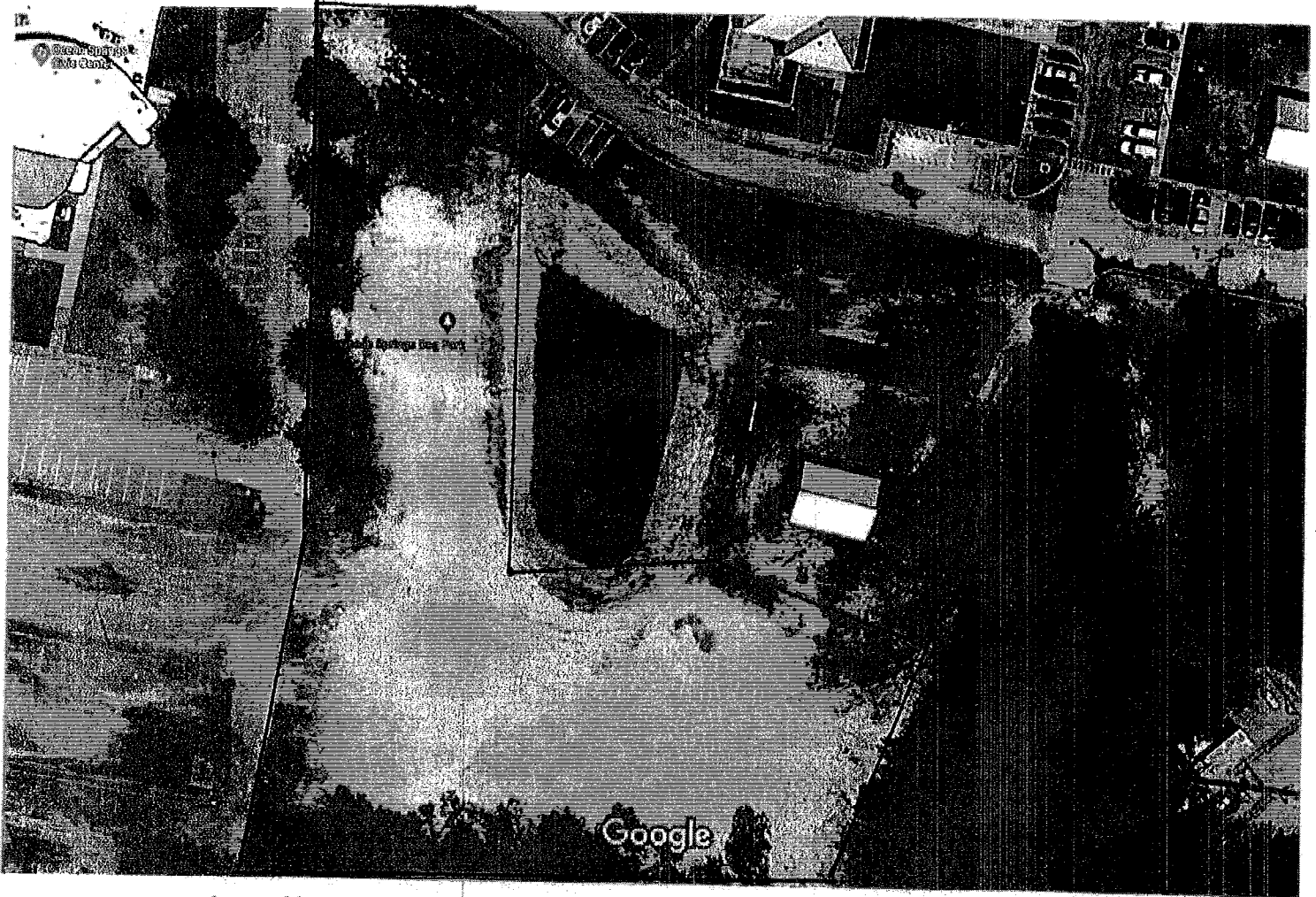


Map data ©2020, Map data ©2020 20 ft

Ocean Springs Fire Department (3820 Bienville Blvd)

\*the approximate area of mowing/weed-eating is outlined

Google Maps



Imagery ©2020 Maxar Technologies, Mississippi GIS Coordinating Council, U.S. Geological Survey, Map data ©2020 20 ft

Ocean Springs Dog Park (3810 Bienville Blvd – located in rear property of Police Department)  
\*aerial map shown is pre-construction. The approximate area of mowing/weed-eating is outlined

Google Maps



Imagery ©2020 Maxar Technologies, Mississippi GIS Coordinating Council, U.S. Geological Survey, Map data ©2020 50 ft

Ocean Springs Civic Center (3730 Bienville Blvd) &  
 Vietnam Memorial (3704 Bienville Blvd – located on Civic Center grounds)  
 \*the approximate area of mowing/weed-eating is outlined

**APPENDIX C**  
**GENERAL CONTRACTOR CONDITIONS**

**See next page**

## **GENERAL CONTRACTOR CONDITIONS EXHIBIT "C"**

### **DEFINITIONS**

The words and terms specified in this section shall for the purpose of this CONTRACT AND SPECIFICATIONS thereof, have the meaning as given below; The word "CITY" shall mean the CITY OF OCEAN SPRINGS.

The word "INSPECTOR" shall mean the PUBLIC WORKS DIRECTOR OF THE CITY OF OCEAN SPRINGS OR ITS AUTHORIZED AGENTS.

The word "CONTRACTOR" shall mean the "PARTY ENTERING INTO THIS CONTRACT FOR THE PERFORMANCE OF THE WORK REQUIRED BY IT.

The word "SPECIFICATIONS" shall mean\_ COLLECTIVELY ALL THE TERMS AND STIPULATIONS CONTAINED IN THOSE PORTIONS OF THIS CONTRACT KNOWN AS GENERAL CONTRACT CONDITIONS, AND SPECIFICATIONS , AND SUCH AMENDMENTS, REVISIONS, DEDUCTIONS OR ADDITIONS AS MAY BE MADE IN THE AGREEMENT, AND ALL WRITTEN AGREEMENTS MADE OR TO BE MADE PERTAINING TO THE METHOD AND MANNER OF PERFORMING THE WORK.

The word "CONTRACT PRICE" shall mean THE PRICE AGREED TO BE PAID TO CONTRACTOR BY THE CITY IN ACCORDNACE WITH EXHIBIT 'C'.

### **CHANGES IN SPECIFICATIONS**

In the event any changes in specifications result in reduction of the cost of the work, proper deduction from the contract price shall be made with concurrence of Contractor.

### **INDEPENDENT CONTRACTOR**

The Contractor hereby agrees to perform this Contract as an Independent Contractor and not as a subcontractor or agent or employee of the owner.

The City has entered into this contract upon the representation by Contractor that he is fully qualified in every respect to perform the work included in the Contract in a good and workman like manner, according to accepted practices and standards, and as set forth in the City's specifications. The Contractor shall possess the knowledge to maintain the various properties listed in Exhibit "C" and shall give adequate supervision to obtain the results desired without damage to City or personal property and provide for the safety of his personnel and the public.

Contractor has agreed to provide a complete organization, including skilled workmen, adequate and efficient equipment, and proficient supervision for the work. The compensation to the Contractor provided for in this Contract is predicated upon the above representation, and contractor warrants that the cost to City of the work covered by this Contract will in no manner be increased by Contractor's failure to provide an organization of the caliber anticipated or failure to perform the work in an efficient manner.

Regardless of the manner of determining the compensation due Contractor hereunder, I.E. whether based on unit prices, actual cost, lump sums, or otherwise, it is agreed that any expense and costs incurred in the completion of the work which are attributable to a failure on contractor's part to furnish an efficient organization or to perform the work in an efficient manner, will be borne by the Contractor:

#### **ASSIGNMENT OF CONTRACT**

The Contractor agrees that he shall not assign this Contract or any portion thereof to any person, firm, corporation or other legal entity without having first obtained the written permission of the City to do so, and that this provision shall apply against the assignment of the proceeds of this Contract as well as against any other type of assignment.

#### **SUBCONTRACTORS**

If the Contractor shall cause any part of this work to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his or its officers, agents or employees in all respects as if he or it or they were employees of the Contractor, and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all negligence of the subcontractor, his or its officers, agents and employees, as if they were employees of the Contractor and Contractor shall continue responsible to the City for the performance of all workers covered by this contract and the fulfillment of all obligations undertaken by Contractor hereunder. City shall have the right to disapprove in advance any subcontractor, but failure of the City to disapprove any subcontractor, shall not affect any of the provisions hereof, it being further understood that no subcontracts shall be executed by City, but that the only parties thereto shall be the Contractor and subcontractor.

Nothing contained herein shall create any contractual relationship between the City and any such subcontractor or subcontractor's surety, or create any obligation on the part of owner to pay to, or see to the payment of, any sums to any subcontractor.

### **SUSPENSION OF WORK IF CONTRACT IS VIOLATED**

If the work to be done under this contract shall be abandoned by the Contractor;

Or, if this contract shall be assigned; or, if the work be sublet by him without the permission of the owner; or, if he be placed in bankruptcy; or, if a receiver be appointed for his properties; or, if he shall make an assignment for the benefit of creditors; or if at any time the inspector shall be of the opinion that the schedule of work is not being maintained or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing said Contract in a bad faith or not in accordance with the terms thereof: the City may exercise its right to cancel this Contract.

### **HINDRANCES, DELAYS AND LOSS**

The risk and uncertainties in connection with the work are assumed by the Contractor as a part of this Contract and are compensated for in the Contract price for the work. The Contractor, except as otherwise definitely specified in this Contract, shall bear all loss of damage for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract, and all loss or damage arising out of the nature of the work to be done, or from the action of the elements, inclement weather and floods, or from any foreseen or unforeseen, expected or unexpected conditions or circumstances encountered in connection with the work.

### **CONTRACTOR TO PROTECT THE PUBLIC, THE CITY, THE CONTRACTOR'S EMPLOYEES, COMPLY WITH LAWS AND GOVERNMENTAL REGULATIONS**

The Contractor declares that they have familiarized themselves with all Federal, State and Local Laws and regulations framed for the protection of the public and the Contractor's own employees, or otherwise applicable to the work. The Contractor shall obey such laws and regulations as may exist or be promulgated by the constituted authorities and shall use such foresight and shall take such steps and precautions as may be necessary to protect the public and his own employees from injury, loss or damage to person or property, and shall comply with all laws and governmental regulations and requirements in any way applicable to the work, including the provisions of the Fair Labor Act of 1938 and all official rules and regulations promulgated thereunder insofar as they may apply to Contractor's operations hereunder.

Contractor declares that, insofar as its employees used in connection with the work to be performed under this Contract and the salaries and wages paid said employees are concerned, neither the hiring of said employees nor the salaries or wages paid same, shall be in violation of any valid rule, regulation or order promulgated by the President of the United States of America or any duly authorized governmental agency.

The Contractor at all times throughout the performance of this Contract shall take all precautions necessary to effectively prevent any accident in any place affected by his operations in consequence of the work being done under this Contract, and shall to this end put up and maintain suitable and

sufficient barriers, signs, lights, and other necessary protection. On State controlled roads, the Contractor shall maintain a work safety zone as directed by the Mississippi Department of Transportation. The owner or his designee may request additional safety equipment as deemed necessary, however; this does not release the contractor from his responsibilities.

#### **NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions hereof in exercising an authority granted by the contract, there shall be no personal liability upon any public officials, their employees, or agent.

#### **INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City, the Inspector, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty) claims, damages, losses, and expenses including attorney's fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (I) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to damage to or destruction of tangible property (other than the work itself), and including the loss of use resulting therefrom; and (II) is caused by or results from, in whole or part, any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party hereunder.

In any and all claims against the City, the Inspector, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or, anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workman's compensation acts, disability benefit acts, or other employee benefit acts.

The obligation of the Contractor under this article shall not exceed to the liability of the Inspector, and his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, contract modifications, designs, or specifications.

#### **MOTOR VEHICLE LIABILITY**

The Contractor shall maintain during the life of this Contract, motor vehicle liability insurance written in business policy form to protect themselves and their subcontractors performing work covered by this Contract against all claims for injuries, including accidental death to members of the public and damage to property of others arising from such use of motor vehicles, and shall cover the operation on or off the site of all motor vehicles licensed for highway use whether they owned, non-owned, or hired.

The liability limit shall not be less than \$500,000 per occurrence.



Before the agreement between the City and the Contractor is entered into, the Contractor will submit written evidence that he has obtained for the period of the Contract full workmen's compensation Insurance coverage for all persons whom he employs or may employ in carrying out the work under this contract. This Insurance will be in accordance with the requirements of the applicable State of Mississippi Workmen's Compensation Insurance Laws.

#### **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Before commencement of the work, the Contractor shall submit written evidence that he has obtained for the period of the contract full comprehensive general liability Insurance coverage. This coverage will provide for both bodily Injury and property damage. The bodily Injury portion will include coverage for Injury, sickness or disease, and death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract, and will provide for a limit of not less than one million dollars (\$1,000,000.00); for damages arising out of bodily Injury, sickness, disease or death of one person in anyone occurrence and a total limit of not less than two million dollars (\$2,000,000.00) for damages arising out of bodily Injury, sickness and death of two or more persons in anyone occurrence. The property damage portion will provide for a limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Contract in any one occurrence.

#### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Inspector may request and the Contractor will comply with any request for the removal of a Contractor's employee from work related to their Contract. Such a request on behalf of the Inspector shall be based on evidence of unsatisfactory work, incompetent work, disorderly conduct or behavior.

#### **LIENS**

Upon the filing of a lien against City's property by any furnisher of labor or material or by any transporter of materials or by any subcontractor of Contractor or by any other lien claimant,

Contractor shall cause such lien to be discharged of record immediately, failure of Contractor to do so shall give City the right to payoff such lien and charge the cost thereof to the Contractor.

#### **INSPECTION AND RIGHT OF ACCESS**

The City contemplates and the Contractor hereby agrees to thorough minute inspection by the Inspector, or by any of his agents, of all the work and materials furnished under this contract.

The Contractor shall furnish to the Inspector, or any of his agents, access at all times to the work being performed by the Contractor.

If the Contractor shall fail to replace any defective work after reasonable notice, the Inspector may cause such defective work to be replaced, and the expense thereof shall be deducted from the amount to be paid to the Contractor.

#### **INSPECTOR TO DIRECT WORK**

The Inspector shall have the right to direct the sequence in which all work under this contract shall be conducted insofar as may be necessary to secure the safe and proper progress and the specified quality of the work and all work shall be done and all materials shall be furnished to the satisfaction and approval of the Inspector.

#### **PROVISIONAL ACCEPTANCE OF PORTIONS OF THE WORK DOES NOT CONSTITUTE A WAIVER**

The provisional acceptance of sections of the work shall not operate as a waiver of any portion of this Contract and shall not be construed so as to prevent the Inspector from requiring replacement of defective work that may become apparent after the said provisional acceptance and shall not be construed in any way as a basis for a claim for extra compensation for any cause whatsoever by the Contractor.

#### **PAYMENTS**

Contractor shall submit an invoice showing the total amount of work done by Contractor and the amount to be paid therefor under the terms of this Contract. Owner shall have the right to make any corrections in said invoice if the same shall be inaccurate. The amounts due Contractor as shown by such invoice shall be paid by Owner to Contractor within forty-five (45) days after the date of the invoice.

In the event scheduled service is not performed, the City will deduct from the cost of the Contract the amount to be paid for extra cutting price. If the service is not performed for the month, then the appropriate deduct will be made by taking the yearly price divided by 12.

#### **TAXES**

Notwithstanding any other provisions of the Contract Document, Contractor shall pay at his sole expense, when due, all taxes levied upon him in connection with the contract.

#### **SITE INSPECTION BY CONTRACTOR**

The Contractor represents that he has examined every site to be maintained under this Contract, that he is familiar with every site, and that he accepts the conditions that exist on all such sites "AS IS". The City makes no warranty or similar representation of size, length, ground condition, or other matters.

## **WORK HOURS**

The Contractor may only work between 6:00 A.M. and sundown, Monday through Saturday, unless the Public Works Director or his designee authorizes otherwise.

## **PUBLIC ACCESS**

The Contractor understands that the facilities he is maintaining are public and open. He shall take proper safety measures to protect the safety of all persons as well as public and private property.

When encountered, the Contractor shall, as soon as feasible, report any unsafe condition to, as is appropriate, either the recreation department or public works department.

Any damages caused by the Contractor shall be corrected within forty-eight (48) hours or as negotiated with the Public Works Director.

## **SCHEDULES**

A schedule of work to be completed shall be submitted on a weekly basis and a list of work completed the previous day will be submitted daily. The Owner of the Contracting Company shall meet with the Director of Public Works and the Inspector once each month to discuss the progress of the work.

## **MONITORING OF WORK**

The work under this Contract shall be done in a professional and workmanlike manner. The work will be checked and monitored by the Public Works Director or his respective designee. If the work is believed to be unsatisfactory, the Inspector shall notify the Contractor in writing. The Contractor shall remedy the defective work within two (2) working days or as negotiated with the Inspector. If work determined to be unsatisfactory is not corrected, the Contractor will not be paid therefor. If the Contractor's work does not meet the standards and terms of this contract, the Public Works Director shall report that to the Board of Aldermen. The Public Works Director shall notify the Contractor in writing that he may appear at a City Board of Aldermen meeting to be specified in the notice to show just cause why the City Board of Aldermen should not declare him to be in default and cancel this Contract.

## **TERMS OF THE CONTRACT**

The term of this Contract shall be one (1) year beginning date of approval by the Board of Aldermen. The parties agree that the City, at its option, may extend the term of the Contract for additional years under the same provisions thereof.

### **UNUSUAL SITUATION**

It is agreed that when there is an unusual situation outside the scope of this Contract the Contractor will perform the work necessary to deal with such situation at a price to be negotiated.

### **SIDEWALKS AND ENTRANCE WAYS**

The Contractor shall remove and bag all trash, cigarette butts, and all other debris and clean entrance ways.

### **RESTRICTIONS OF CUTTING**

The Contractor shall not mow or work any site when the ground is so soft from rain that ruts from mowers, tractors, etc. will be left in the surface.

Scalping, uncut strips, and clumps of grass will not be permitted. Clumps of grass and windrows will be raked up and removed from the job site.

The Contractor may only work between 6:00 A.M. and sundown, Monday through Saturday, unless the Public Works Director or his designee authorizes otherwise.

### **CURBS, SIDEWALKS AND MEDIANS**

No grass shall cover the concrete curbs, sidewalks, and medians. The method used to control the grass shall not damage the item being maintained. The Contractor is responsible for removing any debris associated with the maintenance of curbs, sidewalks, and medians. The method of grass removal is left to the Contractor.

### **TRASH AND DEBRIS**

All paper, cups, cans, twigs, branches, dead flowers, and all other debris shall be picked up prior to cutting. The Contractor will remove such material from the job site each cutting and he will dispose of it in a lawful, proper manner. Such collected debris will not be left overnight at the job-site. The Contractor will not burn any such material on City property. Any material shredded during the cutting process shall be raked up and removed.

### **GRASS IN SIDEWALK CRACKS**

Grass in sidewalk cracks will be removed when trimming (cut by string trimmer or other similar method)