



**ANNUAL MOWING CONTRACT
PUBLIC AREA MOWING**

Specifications and Contract Documents

Marlow, Oklahoma

Fiscal year 2019 (July 1, 2018 to June 30, 2019)

City of Marlow, Oklahoma

PO Box 113

119 S. 2nd Street

Marlow, Oklahoma 73055

(580) 658-5401



PO Box 113
Marlow, OK 73055

**Bid Proposal
PUBLIC AREA MOWING**

**Submission Deadline: May 31, 2018
2:00 p.m.**

I/We, the undersigned propose to provide equipment and perform or exceed the required duties of the general conditions and specifications, as described herein, for **Public Area Mowing** in Marlow, OK:

BID SCHEDULE

Item No.	Description	Total Bid
1	Public Area Mowing	\$ _____

Bidder: _____

Signature: _____

Mailing Address: _____

Phone: _____ Cell (if different) _____

Fax: _____ E-mail _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
20____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

NON-COLLUSION
AFFIDAVIT

STATE OF _____)
COUNTY _____)

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, service or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, or request 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 State of Oklahoma any county or local subdivision of the State of money or any other thing of value to obtain payment.

Company: _____

By: _____

Title: _____

Subscribed and sworn to before me _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

(SEAL)

AGREEMENT
(CONTRACT)

City of Marlow, Oklahoma
Public Area Mowing

THIS AGREEMENT is dated as of the _____ day of _____, in the year 20_____, by and between the CITY OF MARLOW, hereafter referred to as OWNER, and _____, hereinafter referred to as the CONTRACTOR.

OWNER AND CONTRACTOR, in accordance of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

PUBLIC AREA MOWING

ARTICLE 2. CONTRACT PRICE

2.1 OWNER shall pay CONTRACTOR on a monthly basis for the continued performance of work in accordance with the contract documents in current funds as follows:

\$ _____ on a monthly basis for an annual total contract of
\$ _____.

ARTICLE 3. PAYMENT PROCEDURES

3.1 CONTRACTOR shall submit an invoice or application for payment on a monthly basis prior to the third Thursday of each month for payment. All payments made by the OWNER are subject to procedures established by the OWNER to authorize payment at its regularly scheduled meetings of the governing board and state law. The OWNER'S regularly scheduled meetings of the governing board are held on the 4th Tuesday of each month with the exception of November and December, and other months as needed. It shall be the responsibility of the CONTRACTOR to be aware of any changes to the meeting schedule for proper payment.

ARTICLE 4. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

4.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

4.2 CONTRACTOR has given the OWNER written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the OWNER is acceptable to the CONTRACTOR.

4.3 CONTRACTOR agrees to pay OWNER the sum of One Thousand Dollars (\$1,000) should for any reason the CONTRACTOR cannot fulfill the requirements of the specifications or the length of the contract after the point of the Notice to Proceed has been issued by the OWNER. Failure to fulfill the contract shall be at sole discretion of the OWNER.

ARTICLE 5. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

- 5.1 This agreement (pages 1 to _____, inclusive).
- 5.2 Exhibits to this agreement (pages _____ to _____, inclusive).
- 5.3 Notice of Award.
- 5.4 Specifications bearing the title: PUBLIC AREA MOWING.
- 5.5 Addenda number _____ to _____, inclusive.
- 5.6 CONTRACTOR'S BID (pages _____ to _____, inclusive).
- 5.7 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).
- 5.8 Any modification, including change orders, duly delivered after execution of agreement.

There are no other contract documents other than those listed above in Article 5.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 6. MISCELLANEOUS

6.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

6.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the _____ day of _____, 20____.
OWNER: _____ CONTRACTOR: _____

CITY OF MARLOW

By: _____
City Administrator

By: _____
Signature and Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:

By: _____

By: _____

ADDRESS FOR NOTICES:

ADDRESS FOR NOTICES:

City of Marlow

ATTN: City Administrator

P.O. Box 113

Marlow, OK 73055

Phone: (580) 658-5401

Phone: _____

Fax: (580) 658-5406

Fax: _____

jmcpherson@cityofmarlow.com

E-mail: _____

SPECIFICATIONS

CITY OF MARLOW PUBLIC AREA MOWING

1. GENERAL CONDITIONS

- A. Proposal is to perform regular mowing and lawn maintenance for Redbud Park, Miller Park, The Gazebo, The Garland Smith Public Library and the Water Tower, all located in Marlow, Oklahoma. It is the intent of the OWNER to award bid to one (1) CONTRACTOR for all work included.
- B. Redbud Park contains approximately 14 acres with 11 acres of actual lawn. Miller Park contains 25 acres with approximately 12 acres of actual lawn. The Gazebo, The Garland Smith Public Library, and the Water Tower combine for approximately 1.2 acres.
- C. Redbud Park area: All park land owned by the City of Marlow with boundaries of Apache Street to the North, the city yard metal fence to the West, Elm Street to the East and State Highway 29 to the South. Area also includes the land surrounding The Hideout playground and Redbud Splashpad.
- D. Miller Park area: All park land owned by the City of Marlow with boundaries marked by trees and creek to the North, fence to the West, fence (and line following fence to pond) to the South, and line following electric distribution line on East side of pond.
- E. The Gazebo is located at 317 W. Main in downtown Marlow and includes area to the North and South of wooden stage. The Garland Smith Public Library is located at 702 W. Main and includes trimming of parking lot. Both properties have a sprinkler system (maintenance not included in contract, but must be noticed). Water Tower is located on Caddo Street between Seventh Street to the West and Marlow Drive to the East. CONTRACTOR responsibility remains outside of the fence at Water Tower property.
- F. Proposal to include at least 24 cuttings in the 12-month period of the contract.
- G. Proposal to include CONTRACTOR to provide all necessary equipment, fuel, oil, safety equipment and procedure, and manpower to perform duties in a timely manner.
- H. Proposal to include, but is not limited to, regular weed and grass trimming in and around trees, pavilions, sidewalks, monuments, bridges, light posts, drainage areas, stages and other assorted buildings and infrastructure.
- I. Proposal to include removal of small limbs and tree debris that falls during normal conditions. Major storm clean-up is the responsibility of the OWNER.
- J. Proposal to include cleaning, or use of leaf blower, on all bridges, sidewalks, pavilions and other improved areas at the conclusion of each mowing and trimming.
- K. Proposal to include special schedule for caretaking to be performed prior to planned events. Notice shall be given by OWNER to CONTRACTOR at least 14 days prior to event. These specifications shall serve as notice for the Fourth of July Celebration in Redbud Park, which shall be held each year on July 4 with the exception of July 4 falling on a Sunday, in which the Celebration shall be held on July 3.
- L. CONTRACTOR agrees to pay OWNER the sum of One Thousand Dollars (\$1,000) should for any reason the CONTRACTOR cannot fulfill the requirements of the specifications or the length of the contract after the point of the Notice to Proceed has been issued by the OWNER. Failure to fulfill the contract shall be at sole discretion of the OWNER.