

CITY OF MOORE
PUBLIC WORKS MOWING CONTRACTOR
BID SPECIFICATIONS
Bid No. 2025-007

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 50 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 actually 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. 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 into 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 than 18 visits per season. Signed permission will be required to provide additional visits over the initial allotted 18.
	Identified Areas to Receive	Cost Per	
	Mowing and Maintenance Service	Single Service	
1	NE 12th Street (Broadway to Bryant)		No less than 12 visits per season, and no more than 18
2	Tower Drive (SE 4th to SE 19th)		No less than 12 visits per season, and no more than 18
3	Broadway (NE 18th to SE 4th)		No less than 12 visits per season, and no more than 18
4	Broadway (NE 27th to NE 18th)		No less than 12 visits per season, and no more than 18
5	NW 5th Street (Broadway to East I-35 Frontage Road)		No less than 12 visits per season, and no more than 18
6	Santa Fe (SW 4th to NW 35th)		No less than 12 visits per season, and no more than 18
7	Santa Fe (SW 4th to SW 39th Street)		No less than 12 visits per season, and no more than 18
8	SW 4th (Santa Fe to Telephone Road)		No less than 12 visits per season, and no more than 18
9	Eastern (SE 19th to SE 4th)		No less than 12 visits per season, and no more than 18
10	Eastern (SE 4th to NE 12th)		No less than 12 visits per season, and no more than 18
11	Eastern (NE 12th to NE 27th)		No less than 12 visits per season, and no more than 18
12	Eastern (NE 27th to Moore Sign at NE 34th)		No less than 12 visits per season, and no more than 18
13	Shields Areas (NW 34th to Vermeer)		No less than 12 visits per season, and no more than 18
14	Shields Areas (Start at Public Works building on 27th. Do east side of Shields, then go around to back side of Public Works on N. Moore Avenue)		No less than 12 visits per season, and no more than 18
15	N. Moore (Shields to NW 12th Street)		No less than 12 visits per season, and no more than 18
16	City Avenue and NW 12th Street Intersection		No less than 12 visits per season, and no more than 18
17	Santa Fe ROW between Highland West Jr. High and Santa Fe Elementary		No less than 12 visits per season, and no more than 18
18	SW 19th Street (Santa Fe to Westmore Dr.)		No less than 12 visits per season, and no more than 18
19	SW 19th Street (Telephone Road to Tower Drive)		No less than 12 visits per season, and no more than 18
20	SW 19th (W. I-35 Service Road to Telephone Road) "The bottom areas"		No less than 12 visits per season, and no more than 18
21	Telephone Road (SW 19th to SW 34th)		No less than 12 visits per season, and no more than 18
22	Telephone Road (NW 5th to SW 9th)		No less than 12 visits per season, and no more than 18
23	"City Entrance" N. 27th Street		No less than 12 visits per season, and no more than 18

24	"City Entrance" NW 12th Street (I-35 Ramps)		No less than 12 visits per season, and no more than 18
25	"City Entrance" SW 4th Street (I-35 Ramps)		No less than 12 visits per season, and no more than 18
26	"City Entrance" SW 19th Street (I-35 Ramps)		No less than 12 visits per season, and no more than 18
27	E. I-35 Service Road (SW 19th to City limits) small bridge just south of Dog Pond		No less than 12 visits per season, and no more than 18
28	W. I-35 Service Road (SW 19th to Randall/ Hillsdale College Road)		No less than 12 visits per season, and no more than 18
29	"City Entrance" SW 34th Street (W. Connector to E. Connector)		No less than 12 visits per season, and no more than 18
30	Public Works Office on NW 27th Street		No less than 12 visits per season, and no more than 18
31	Additional areas as referenced in map - City Entrance on SW 34th Street (Inside E/W Loop Connectors)		No less than 12 visits per season, and no more than 18
32	Additional areas as referenced in map - City Entrance on SW 19th Street (Between I-35 and Off-Ramps)		No less than 12 visits per season, and no more than 18
33	Additional areas as referenced in map - City entrance on SW 4th Street (Between I-35 and Off-Ramps)		No less than 12 visits per season, and no more than 18
34	Additional areas as referenced in map - City entrance on NW 12th Street (Between I-35 and Off Ramps)		No less than 12 visits per season, and no more than 18
35	SW 34th Street (Santa Fe to I-35 Service Road)		No less than 12 visits per season, and no more than 18
36	I-35 Service Road (White fence line from SW 19th Street south towards SW 34th Street)		No less than 12 visits per season, and no more than 18
37	Fence line along N. Moore Avenue and parallel on other side of I-35 fence line along I- 35.		No less than 12 visits per season, and no more than 18
38	SE 34th Street (Eastern to Bryant)		No less than 12 visits per season, and no more than 18
39	SE 4th Street (Tower Drive to Sunnyslane Road)		No less than 12 visits per season, and no more than 18
40	SW 34th (I-35 to Eastern)		No less than 12 visits per season, and no more than 18
41	SW 19th (Santa Fe to Briarwood)		No less than 12 visits per season, and no more than 18
42	W. I-35 Service Road (NW 35th to Main Street)(Main Street to NW 7th - N. Moore/12th Street to 18th Street - NW 27th to NW 35th)		No less than 12 visits per season, and no more than 18
43	E. I-35 Service Road (NE 5th to NE 35th)		No less than 12 visits per season, and no more than 18
44	Vermeer Drive (N. Moore Avenue to Janeway Avenue)		No less than 12 visits per season, and no more than 18
45	Janeway Avenue (NW 27th to Vermeer Drive)		No less than 12 visits per season, and no more than 18
46	NE 27th (Eastern to Bryant Avenue)		No less than 12 visits per season, and no more than 18
47	12th Street (Bryant to Sunnyslane)		No less than 12 visits per season, and no more than 18

48	Bryant Road (NE 12th to Main)		No less than 12 visits per season, and no more than 18
49	S. Turner Avenue (E. Main to SE 4th)		No less than 12 visits per season, and no more than 18
50	2001 N. Moore Avenue - To be push mowed		No less than 12 visits per season, and no more than 18
	TOTAL OF "COST PER SINGLE SERVICE ITEMS"		