



CITY OF PARIS CEMETERY MAINTENANCE SPECIFICATIONS

General Conditions:

1. Qualifications of Bidder: The City of Paris may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City of Paris reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Any contract resulting from this request for proposals shall be awarded based on the lowest bid in combination with the City's evaluation of the contractor's capacity to successfully complete the contract.
2. Condition of Work: The contractor shall, in good manner, do and perform all work and furnish all equipment, material and labor necessary to accomplish the work as herein stated. Contractor must employ such methods or means as will not cause any interference with the everyday use and operation of the cemeteries, i.e. contractor shall not interfere with or cause noises or disturbances that would distract from funeral services that might be held during normal working hours. Any work necessary will be performed without additional expense to the City.
3. Insurance: The contractor shall not commence work under this contract until having obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work until said insurance has been obtained and approved.
 - a) Workman's Compensation Insurance: The contractor shall procure and shall maintain during the life of this contract Workman's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the

Workmen's Compensation Statue, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of his employees that are not otherwise protected.

- b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The contractor shall procure and shall maintain during the life of this contract, contractor's public liability insurance, contractor's property damage insurance and vehicle liability insurance in the amounts specified below:

Contractor's public liability insurance and vehicle liability insurance shall be in an amount not less than \$300,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and contractor's property damage insurance in an amount not less than \$50,000.

- c) Proof of Carriage of Insurance: The contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City".
- d) The contractor shall insure the activities of any subcontractor's in his own policy.

4. Safety: The contractor shall perform all work in a safe manner and exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The contractor shall also maintain at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.
5. Supervision by Contractor: At the site of the work the contractor shall employ a supervisor (who can be the contractor) who shall have full authority to act for the contractor and communicate with person or persons from the City making routine inspections. The supervisor shall be responsible to report any daily problem with performance or otherwise to the contractor.

6. Termination Clause: In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the City may serve written notice upon the contractor and the Surety of its intention to terminate the contract, such notices to contain the reason for such intention to terminate the contract, and unless immediately after the serving of such notice upon the contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall cease and terminate. In the event of any such termination, the City shall immediately serve written notice thereof upon the contractor.
7. Assignment: The contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the contractor shall be subject to prior claims of all persons, firms, and corporations of services rendered or materials supplied for the performance of the work called for in the contract.
8. Indemnify and Hold Harmless: The contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

9. Payments to Contractors: Contractor shall submit a bill to the City of Paris Parks and Recreation Department after each completed mowing cycle. The Parks and Recreation Department shall certify to the City of Paris Business Office that said work was satisfactorily completed.

10. Contract Document: The contractor shall agree to sign a contract document which would make the herein contained General and Special Conditions.

11. Basis & Submission of Proposal: The proposal quotes shall be a unit price based upon one complete mowing cycle. A complete mowing cycle shall be defined as the complete mowing cycle and any other work to be performed and described for either: (a) Memorial Cemetery, Hillcrest Cemetery and the Old City Cemetery, or (b) Greenwood Cemetery and Maplewood Cemetery, or (c) all 5 city cemeteries.

Prices quoted shall be submitted on the attached bid proposal form along with all other required information.

12. Terms of Contract: The contract shall commence upon the issuance of a notice to proceed from the City of Paris and shall terminate on January 1, 2027.

13. Renewal: This contract may be renewed for a subsequent one-year term under the same terms and conditions upon joint agreement of the City and contractor. It is further agreed that the City and the contractor may adjust the contract price per cycle at the date of renewal provided that said adjustment is in the opinion of the City Manager deemed warranted from changes in economic conditions or additions to or deletions from the scope of work.

Special Conditions:

1. Scope:

A. The work under this contract includes the furnishing, delivering, installing, and paying for of materials, labor, tools, equipment and other items necessary for the property maintenance of the following cemeteries owned by the City of Paris, Tennessee.

a. *Memorial Cemetery* on Memorial Drive, *Hillcrest Cemetery* on Hwy 79, and *Old City Cemetery* on Ruff Street, OR

b. *Greenwood Cemetery* located just east of the Mayfield Highway and *Maplewood Cemetery* on Dunlap Street, OR

c. Property located at *216 East Washington Street*, OR

d. *All 5* previously listed cemeteries plus (1) property

B. Everything necessary for complete and proper maintenance of the cemeteries shall be furnished under this contract whether or not

specifically mentioned in these documents. This is intended and will be interpreted to cover all miscellaneous labor, parts, devices, accessories and appurtenances which may be required to accomplish a first-class job which is complete in every respect.

2. General:

- A. The Contractor shall carefully examine the sites of the work to acquaint himself with all working conditions and all difficulties that may be involved in the work to be performed.
- B. The submission of a proposal to the City shall be accepted as evidence that such examinations have been made, and that all difficulties encountered have been provided for in this proposal. Later claims for extra compensation will therefore not be recognized by the City.

3. Work to be Performed:

- A. Contract Mowing Areas. All cemetery areas designated as “Contract Mowing Areas” on the attached cemetery maps (Exhibits A, B, C, D and E) and shall be mowed as required by and to the satisfaction of the City of Paris City Manager and/or her designee. All mowing machines shall be set to a uniform height suitable to the said work and shall be prosecuted regularly, diligently and uninterruptedly at a reasonable rate of progress to insure full completion of work in one cemetery prior to beginning work in other respective cemeteries, i.e. mowing shall proceed in a continuance pattern and no spot mowing or cemetery hopping will be accepted. If clippings become unsightly it shall be the contractor’s responsibility to rake or vacuum and remove such clippings.

Old City Cemetery Special Area: The terraced bank on East Washington Street leading up to the old City Cemetery and the fence row running along Church Street shall be mowed on an occasional basis; usually three to four times per season or when need is determined by the City.

- B. Trimming: All grass shall be trimmed away from all monuments, fences, trees or other obstacles. Trimming may be accomplished by the use of chemicals provided that the City Manager or her designee shall approve the chemicals and method of application in advance.

- C. Sunken Graves: Contractor shall notify the Parks and Recreation Department of all graves in need of filling as soon as such conditions come to the attention of the contractor.

- D. Proper Clothing: Contractor shall be responsible for and assure that all of his employees shall be decently dressed. No cut-off pants or shirts, or other obscene or lewd clothing will be allowed. Shirts must be worn at all times, no exceptions.

- E. Uses of Premises and Removal of Debris: Contractor shall clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the extent that at all times the site of the work shall present a neat and orderly appearance. Contractor shall take every precaution against injuries to persons or damages to property. Also, extra precaution shall be taken by the contractor to guard against damage of monuments or other items associated with the cemetery whether owned by the City of Paris or the respective property owners. Equipment or materials shall not be stored on the site other than during normal working hours.

**BID PROPOSAL
FOR CEMETERY MAINTENANCE IN
THE PARIS, TENNESSEE CITY CEMETERIES**

Proposal of _____ (hereinafter called
“Bidder”) * a partnership, or individual doing business as _____
_____.

To the City of Paris, Tennessee, (hereinafter called “Owner”).

Gentlemen:

The Bidder, in compliance with your request for proposals for the maintenance of City of Paris cemeteries, having examined the plans and specifications with related documents and the site of the proposed work, being familiar with all the conditions surrounding the scope of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, and to perform the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written “Notice to Proceed” of the Owner and to fully complete the project as stipulated in the General and Special Conditions.

- I. Bidder agrees to perform the work described in the General and Special Conditions for **Memorial, Hillcrest and Old City** cemeteries for the following price:

Price per Complete Mowing Cycle \$ _____

- II. Bidder agrees to perform the work described in the General and Special Conditions for **Maplewood and Greenwood** cemeteries for the following price:

Price per Complete Mowing Cycle \$ _____

- III. Bidder agrees to perform the work described in the General and Special Conditions for **216 East Washington Street** property for the following price:

Price per Complete Mowing Cycle \$ _____

- IV. Bidder agrees to perform the work described in the General and Special Conditions for **ALL** city cemeteries and property for the following price:

Price per Complete Mowing Cycle \$ _____

Other Required Information:

Please list at least three (3) references including name, address and phone numbers for which you have performed similar tasks in the past.

Bidder understands that the owner reserves the right to reject any or all bid proposals and to waive any informality in the bid proposals.

The Bidder agrees that this proposal shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

Upon receipt of written notice of the acceptance of this proposal the bidder will execute the formal contract within ten days and deliver a surety bond or other surety as required by paragraph 4, Insurance.

Respectfully submitted:

Signature of Bidder

Title

Address

City/State/Zip Code

Telephone Number