

## ADDENDUM NO. 1

DATE: June 27, 2019  
TO: All Potential Bidders  
FROM: Julie Smith Maxwell, Procurement Specialist  
SUBJECT: Addendum No. 1 – Tree Installation  
BIDS TO BE OPENED: July 10, 2019, at 11:00:00 a.m. Eastern Time

This addendum is being published to respond to a questions asked by potential bidders and to make other clarifications to the above-referenced Evaluated Invitation to Bid. This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

**Question 1:** What percentage of the work needs to be hand dug? How much are we allowed to do with an auger?

Response: 100% of the work is expected to be done hand dug. If there is a case in which the Contractor would like to use an auger, the Contractor is permitted to contact the Urban Forester to discuss the case. Only the Urban Forester or his designated representative may grant permission for an auger to be used under this contract and only for a case by case basis. At no time is the Contractor permitted to use an auger for the work under this contract without prior permission from the City.

**Question 2:** Who is responsible for the watering of planted trees after the 24-hour period following installation?

Response: The Contractor is only responsible for water at installation. After that period, the Contractor is no longer responsible for tree watering.

**Question 3:** Why does the City not use smaller trees?

Response: Due to grant funding requirements, the City is obligated to purchase from local Tennessee nurseries. These nurseries generally do not provide smaller trees. Additionally, the City has had better growth and success rate of survival with larger trees.

**Question 4:** During the required on-site training, are you training us or our staff? Where will this training take place?

Response: The staff physically installing the trees are required to attend the training. Training location is at the Contractor's preference, however, the location must be one of the locations from the list of tree installation projects covered under this contract.

**Question 5:** How much lead time will we be given prior to the start of work?

Response: The Contractor will receive the list of tree installation locations by November 1. As soon as trees are delivered, work may begin. Contractor will be notified of delivery as soon as the City is made aware of delivery. Note: On delivery days, the holding yard will not be available until noon while City staff unload/restock tree delivery.

**Question 6:** Do we use the mulch at the holding yard to cover trees at installation?

Response: Yes. There are two different kinds of mulch. There is mulch used to heal the trees in the holding yard. There is also mulch in the holding yard for tree installation. Both mulch types will be labeled for Contractor. Only mulch designated for tree installation shall be removed from the holding yard and is only to be used for City trees being installed under this contract.

**Question 7:** Are we expected to deliver the mulch to the planting sites?

Response: Yes. The Contractor is expected to haul mulch from the holding yard to the planting site for use at installation of trees.

**Question 8:** If we cause ruts in the ground, may we cover with hay and seed or do we need to sod the area?

Response: The Contractor is expected to leave the planting area in the original state. There shall be no signs of damage.

**Question 9:** May we leave our equipment in the holding yard? (i.e. skid steer or bobcat for loading trees)

Response: Yes. The Contractor is permitted to leave equipment within the holding yard. The Contractor does so at his/her own risk. The City of Knoxville, its officials, officers, employees, and volunteers are in no way responsible for injury, damage, or loss due to fire, theft, vandalism, Acts of God, or any other cause.

**Question 10:** What percentage of tree installations will be replacement of trees?

Response: Approximately 2% of the tree installations will be replacements. These are typically young trees, 2-3 years old that did not survive.

**Question 11:** Are we permitted to use machinery for the removal of dead trees?

Response: Yes. For the removal of replacement trees, equipment usage is approved. However, holes for replacement tree installation shall be only altered by hand. In the case of replacement tree installation, the Contractor is expected to utilize the same hole the dead tree was removed.

**Question 12:** May we see the previous contract?

Response: Yes. Attached to this addendum is the previous tree installation contract. Potential bidders are reminded that the scope has changed for this contract.

**Clarification:**

The City's tree holding yard's **current location** is Lakeshore Park. Due to unknown future expansion of amenities at the park, this location is subject to change. Contractors are permitted to request the holding yard for trees to be on their property, however, due to tree inspections by the City's Urban Forester, the Contractor's holding yard location must be within Knox County limits.

The Contractor is expected to cover/heal all trees in the holding yard with mulch upon each retrieval of trees. Do not leave trees in the holding yard uncovered and exposed to the elements.

All tree installations will be marked via paint and/or stakes prior to November 1 of each contract year with the expectation of trees to be installed within City Parks. For the staking of trees within PARK areas, the Contractor shall give the City Urban Forester a one week notice of intent to plant. The City Urban Forester will then stake/mark those planting locations.

**END OF ADDENDUM NO. 1**

**JIMMY BROWN JOHNSON**  
Attorney  
City of Knoxville

**Document No. C-17-0049**

**AGREEMENT**

**THIS AGREEMENT** is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee (“**CITY**”), and **B & B LAWN SERVICES, INC.**, 2425 Martin Luther King, Jr. Avenue, Knoxville, Tennessee 37915 (“**CONTRACTOR**”).

**WITNESSETH:**

**WHEREAS**, the City, by and through the Purchasing Agent for the City of Knoxville, extended an Invitation to Bid from all interested parties for competitive sealed bids for the installation of trees of various species and sizes (“**Services**”); and

**WHEREAS**, the City has evaluated the competitive bids and has determined that B & B Lawn Services, Inc. submitted the lowest, most responsive bid; and

**WHEREAS**, B & B Lawn Services, Inc. has the necessary skills, expertise, equipment and personnel to provide such **Services**; and

**WHEREAS**, the City wishes to execute an Agreement with B & B Lawn Services, Inc. for the installation of trees of various species and sizes within the City of Knoxville for a period of one (1) year with the option to renew for two (2) additional one (1) year terms.

**NOW, THEREFORE**, the City and the Contractor, for the mutual considerations stated herein, agree as follows:

**ARTICLE 1.  
BASIC AGREEMENTS**

- 1.1 SCOPE OF SERVICES. The Contractor will furnish, in a satisfactory manner, all equipment, labor, materials, supplies, services and supervision in providing the Services in strict compliance with the Specifications which are attached hereto as part of Exhibit A, Invitation to Bid. The Contractor shall be responsible for performing all work in a professional and workmanlike manner, using quality equipment and tools.
- 1.2 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:
- (A) This Agreement;
  - (B) City's Invitation to Bid including Addendum No. I, attached hereto as Exhibit A;  
and
  - (C) Contractor's Response, attached hereto as Exhibit B.

All exhibits hereto are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents which constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on the Contractor shall control.

- 1.3 TERM OF AGREEMENT AND CONTRACT PRICING. This Agreement will be effective upon its full execution by the appropriate officials shown on the signature page of this document. The parties acknowledge that the Contractor will begin providing Services pursuant to this Agreement on November 1, 2016, through March 1, 2017, unless earlier terminated pursuant to the provisions of this Agreement, with the potential for a limited number of spring plantings such as crape myrtles and evergreen trees. This Agreement may be extended for two (2) additional one (1) year terms, under the same provisions, with the written approval of the City and the Contractor. Unit bid prices submitted by the Contractor on the Tree Installation Bid Sheet in Exhibit B shall be guaranteed for the life of the contract. Tree installation bid is for a fixed price agreement, and quantities to be ordered are not guaranteed.
- 1.4 INSPECTIONS, ACCEPTANCE AND PAYMENT. The Contractor shall invoice the City at the end of each month for all trees installed during that month; invoice must be accompanied by a list of the trees planted, noting species planted and their locations.

The City shall perform month-end inspections of work completed during that month (inspections shall occur more than once per month only at the discretion of the Urban Forester). Inspections shall review the tree species, condition, and installation to identify and note any discrepancies or deviations from this specification. The Contractor will be immediately notified in writing of any discrepancies or deviations; and the Contractor must repair, replace, or otherwise remedy said discrepancies or deviations before the

work is accepted and Contractor is paid. **Trees requiring remediation shall be inspected during the following month's inspection.**

Contractor shall not be paid for trees not meeting the specification upon second inspection. Trees significantly damaged by the Contractor during installation must be replaced by the Contractor at Contractor's sole expense.

Payment shall be on a net 30 basis following the City's acceptance of the invoiced installations. Invoices must be modified if trees do not meet these specifications. All work not passing inspection by March 31, 2017 will not be paid.

- 1.5 PROJECTED PLANTING TIMETABLE AND PAYMENT SCHEDULE. Work can be completed earlier than the timetable below, but should not exceed the following (with the exception of those trees that need to be planted during the spring months):

Phase	Projected Date of Substantial Completion	# of Trees Supplied	Date of Final Acceptance
I	December 31, 2016	33%	January 31, 2017
II	January 31, 2017	66%	February 28, 2017
III	February 28, 2017	100%	March 31, 2017

- 1.1 NOTICES. Invoices, communication and details concerning this Agreement will be directed to the following representatives:

City of Knoxville:  
Boyce Evans  
Purchasing Agent  
City-County Building  
P.O. Box 1631  
Knoxville, TN 37901  
(865) 215-2060

Contractor:  
Baffin R. Harper, Sr.  
President  
B & B Lawn Services, Inc.  
1725 Linden Avenue  
Knoxville, TN 37917  
(865) 525-3877

cc: Chad Weth  
Public Service Director  
P.O. Box 1631  
Knoxville, TN 37901  
(865) 215-2673

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

## **ARTICLE 2. TERMINATION**

The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b). the direct out-of-pocket costs incurred by the Contractor for discontinuing the Services following receipt of the notice of termination, not to exceed the amount reasonably and actually required to discontinue the Services.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **ARTICLE 3. INSURANCE**

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

1. ***Commercial General and Umbrella Liability Insurance***; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of

not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
  - b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  - c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
2. ***Automobile Liability Insurance;*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
  3. ***Workers' Compensation Insurance.*** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
  4. ***Other Insurance Requirements.*** Contractor shall:
    - a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney



of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- b. Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
- c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- e. If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis

must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

**ARTICLE 4.  
HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

**ARTICLE 5.  
NON-DISCRIMINATION**

The Contractor hereby agrees that it:

A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;

B. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;

C. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;

D. Will include these provisions in every subcontract or sublease let by or for it.

## **ARTICLE 6. ADA COMPLIANCE**

The Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* (“ADA”), including but not limited to the removal of all structural barriers, the accessibility of programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Contractor agrees that the City will not be responsible for any costs or expenses related to compliance with the ADA. The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of this Agreement or the use of the property, or an act or an act of omission by the Contractor, its employees, agents or representatives that violates or claims to violate the ADA.

## **ARTICLE 7. ETHICAL STANDARDS**

The Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
  - (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee;
- or

(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

*Gratuities.* It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

*Kickbacks.* It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) *Representation of Contractor.* Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) *Intentional violation unlawful.* The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

*Contemporaneous employment prohibited.* It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

## **ARTICLE 8. MISCELLANEOUS PROVISIONS**

8.1 INDEPENDENT CONTRACTOR. The Contractor shall perform all obligations under this Agreement as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

8.2 ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

8.3 SUBCONTRACTS TO THE AGREEMENT. The Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

8.4 WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.5 REQUIRED APPROVALS. Neither the Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

8.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

8.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

8.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. The Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

8.9 NO BENEFIT FOR THIRD PARTIES. The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

8.10 NON-RELIANCE OF PARTIES. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

8.11 FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

8.12 EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

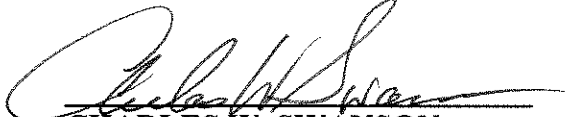
8.13 GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

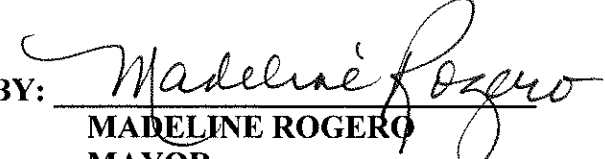
8.14 ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the City and the Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement in two (2) copies as of the below-written date.

**APPROVED AS TO FORM:**

**CITY OF KNOXVILLE**

  
\_\_\_\_\_  
**CHARLES W. SWANSON**  
**LAW DIRECTOR**


BY:   
\_\_\_\_\_  
**MADELINE ROGERO**  
**MAYOR**

DATE: 6/15/16

**FUNDS CERTIFIED:**


**B & B LAWN SERVICES, INC.**

  
\_\_\_\_\_  
**JAMES YORK**  
**FINANCE DIRECTOR**

BY:   
\_\_\_\_\_  
TITLE: President

**Required Documents:**

Certificate of Insurance



**Documents to be Attached:**

Exhibit A City's Invitation to Bid

Exhibit B Contractor's Response



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2016

PRODUCER (865)425-7300 FAX: (865)483-5035  
 MIG  
 800 Oak Ridge Turnpike  
 Suite C-104  
 Oak Ridge TN 37830  
 INSURED  
 B & B Lawn Services, Inc.  
 PO Box 6613  
 Knoxville TN 37914

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual	26042
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BKS56005062	4/4/2016	4/4/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAS56005062	4/4/2016	4/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	USO56005062	4/4/2016	4/4/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Rented/Leased Equipment Inland Marine	BKS56005062	4/4/2016	4/4/2017	Limit \$15,000 Deductible \$500 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 THE CITY OF KNOXVILLE, ITS OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS RE NAMED AS ADDITIONAL INSURED IN REGARD TO THE GENERAL LIABILITY AND AUTO LIABILITY

### CERTIFICATE HOLDER

8652152643  
 CITY OF KNOXVILLE  
 400 MAIN STREET  
 SUITE 699  
 KNOXVILLE, TN 37917

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Elizabeth King/DGILES *Elizabeth King*



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:  
 Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
- 2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:
  - 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
    - a. Any one premise:
      - (1) While rented to you; or
      - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
    - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
  - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

**E. MEDICAL PAYMENTS EXTENSION**

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

**F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:
  - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

**G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

- 1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**  
**WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - **Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:


**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

- 
1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
  2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wyatt Insurance Services, Inc Suite 105 312 Prosperity Road Knoxville TN 37923	<b>CONTACT NAME:</b> Andrew Huddleston	
	<b>PHONE (A/C No. Ext):</b> (865) 470-9654	<b>FAX (A/C No.):</b> (865) 470-9431
<b>E-MAIL ADDRESS:</b> andy@wyattinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Accident Fund General		<b>12304</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CL15121511085                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCV6107213	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$            500,000 E.L. DISEASE - EA EMPLOYEE \$    500,000 E.L. DISEASE - POLICY LIMIT \$    500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE City of Knoxville Document No C-17-0049

<b>CERTIFICATE HOLDER</b>  The City of Knoxville its officials, officers, employees, & volunteers 400 Main Street Knoxville, TN 37902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Andrew Huddleston/TMV
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 INS025 (2010/05) 01                      The ACORD name and logo are registered marks of ACORD

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule  
THE CITY OF KNOXVILLE, ITS  
OFFICIALS, OFFICERS, EMPLOYEES

AND VOLUNTEERS  
400 MAIN STREET  
KNOXVILLE TN 37902

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

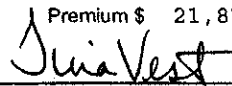
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2016      Policy No. WCV 6107213  
Insured B & B LAWN SERVICES INC

Endorsement No. 001  
Premium \$ 21,878.00

Insurance Company ACCIDENT FUND GENERAL INS CO

Countersigned by



**CITY OF KNOXVILLE  
INVITATION TO BID**

**Tree Installation**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on July 8, 2016, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The City of Knoxville seeks to establish a fixed price agreement for the installation of trees of various species and sizes. The number of trees purchased and planted will depend on the price per tree, price for installation, demand for the service, and grant funding opportunities that are obtained by the City of Knoxville. Awards shall be made for fixed price agreements, with no guarantee of quantities to be installed. The agreement shall be for one year with two optional one-year renewals, commencing November 1, 2016.

The total number of trees to be installed during the base contract year will be determined by November 1, 2016, with the potential of an additional five percent to be added during the planting season. Typically, the City of Knoxville plants 400 to 600 trees per year.

**IMPORTANT NOTICE: A mandatory pre-bid meeting will be held in the Engineering Conference Room at 1400 Loraine Street; Knoxville, TN 37921, at 10:00 a.m. on June 28, 2016. Bids received from bidders who did not attend the pre-bid meeting will not be considered for award.**

**BID SUBMISSION REQUIREMENTS**

Bidders must furnish the following information in writing **with their submission**:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Child Crime Affidavit
3. Non-Collusion Affidavit
4. Drug-Free Workplace Affidavit
5. Form I *or* Form II to indicate Title VI compliance
6. References (refer to Specifications, Paragraph 1 – "Qualifications")
7. Equipment List (refer to Specifications, Paragraph 3 – "Equipment")
8. Tree Installation Price Sheet

**SPECIFICATIONS**

1. **Qualifications:** The planting of the trees shall be performed by a single firm specializing in landscape installation work. The Installer is responsible for planting all trees requested for



installation by the City, regardless if trees are purchased from multiple suppliers. **Bidders must provide a full statement of their experience in work similar to that detailed in this specification and provide no fewer than three references with their bids.**

2. **Subcontractors:** Any subcontractors to be involved in the installation of trees are subject to the same qualifications set forth in the preceding paragraph. Any subcontractors to be involved in the installation of trees must be disclosed with the bid and must be acceptable to the City. Note that any such subcontractors are subject to insurance requirements set forth in this solicitation document.
3. **Equipment:** **Bidders must provide a detailed list of the equipment available to carry out the work in accordance with the specifications.** Equipment must be guaranteed by the bidder to be in good working order. At minimum, the equipment list must contain the following:
  - Tractor or skid steer with an auger attachment at least 24 inches
  - trailer to transport trees
  - forks and bucks to lift trees at the holding yard
4. **Installation Schedule:** The Installer of the trees shall work with the City on delivery dates. Plant material shall be delivered to a City of Knoxville holding yard; the holding yard shall be subject to change but will be located within the City of Knoxville limits. City crews will unload the delivery truck into the holding yard. During delivery days, the holding yard will be closed off to the Installer until 12:00 p.m. The Installer may choose to have trees delivered and held at a location of Installer's choosing, but Installer shall be responsible for unloading the truck and heeling in the trees according to these specifications. The Installer shall be responsible for keeping all stored trees covered with mulch and heeled in during the duration of the planting season, including after the Installer picks up trees for installation.
5. **Care of Delivered Trees:** All trees are subject to inspection by the City of Knoxville Urban Forester prior to installation. The City is requiring purchased trees to be properly prepped to safeguard against cracking, freezing, or becoming water-logged before installation; the Installer shall be responsible for the care and protection of the delivered trees until they are properly installed according to these specifications.

At least one specimen of each variety of tree delivered shall be tagged with the botanic, common, and cultivar name; tags must remain attached to specimen trees included in each shipment and must remain on said trees until installation.

6. **Planting Locations:** At the beginning of the planting season, the City shall provide the Installer with a list of the planting locations and species (including varieties and cultivars) for each location prior to commencement of work. Addresses will be provided for street trees and park trees, and when necessary, maps will be provided to help establish planting locations.

It can be expected that up to 5% of the planting locations may change during the duration of the project due to resident requests, utility conflicts, or change in/cancellation of a

planting project. In these cases, Installer shall work with Urban Forester in determining new locations for the trees to be planted.

7. **Tennessee One-Call System:** It is the responsibility of the Installer—not the City of Knoxville—to make all necessary utility locates and keep them up to date. The Installer is required to contact Tennessee One-Call before digging for each job site and comply with all related directives for utilities. Hand excavation is required, as necessary, to minimize the possibility of damaging underground utilities. **Failure to comply with this requirement shall be considered a material breach of the contract.**
8. **Work Zone Traffic Safety:** The Installer shall comply with all specifications and standards of the manual on Uniform Traffic Control Services for Streets and Highways (MUTCD). The contractor will be responsible for public safety at job sites.
9. **Training:** All Installer personnel involved with installing City of Knoxville trees must attend a brief onsite training session before installation commences. The City of Knoxville Urban Forester shall provide onsite training to demonstrate proper planting practices according to these specifications. All costs associated with said training shall be borne by the Installer.
10. **Replacement Trees:** Approximately fewer than two percent of the trees planted each year will be replacement trees from the previous planting season(s). These trees will be less than 3-inch caliper trees and can be easily pull out when digging the new hole. The Urban Forester will mark these dead trees with a white dot as needing to be removed and replaced. The Installer shall pull out the existing dead tree (including the root ball) and replace it with the new tree according to these specifications. The removed tree may be placed at the City of Knoxville holding yard for disposal by the City or disposed of properly by the Installer. All planting specifications must be met, even when planting on a slope. See attached diagram on how to best plant on a sloped surface.
11. **Planting Hole:** Planting hole shall be excavated with sloped sides 1.5 to 2 times the diameter of the tree container or rootball. Mechanical diggers such as augers may be used, but sloped sides of the planting hole must be excavated and scarified with a hand tool to remove glazed surfaces. In some instances, the use of a mechanical auger or large machines such a tractor or skid steer may not be possible and planting holes will need to be hand dug. (In recent years, fewer than one percent of trees have needed to be hand dug.)
12. **Planting on a Slope:** See the diagram provided in the Appendix depicting how to best plant on a sloped surface.
13. **Tree Markings:** Trees being planted in the planting strip between the sidewalk and the road must be centered between the curb and the sidewalk; trees to be planted in tree pits must be centered in the pit. The curb will be marked with a white "V" to indicate planting location, and the initials of the common name of the tree to be planted shall be marked on the curb or pavement adjacent to the planting location.

Park trees, where no curb is available, will be marked with a white wooden stake or flag, and/or a white "X" on the ground where the tree is to be planted. All markings and stakes must be disposed of by the contractor.

14. **Rootball Planting Depth:** Before placing the rootball in the hole, the Installer shall determine if the depth of the hole is the same as, or slightly less, than the distance between the topmost structural root (root flare) and the bottom of the rootball. Installer must also be able to identify the difference between a root graft and the root flare. **It can be expected that trees received from the nurseries may have a buried root flare up to four inches below the top of the rootball.** In no case shall the root flare be lower than the adjacent grade and all excess soil must be removed from above the root flare. The installer must make sure the root flare is visible at grade level. **Tree installations with root flares planted too deep or buried will be rejected.**
15. **Planting Orientation:** All trees shall be set upright and oriented to give the best relationship to adjacent traffic, structures, and trees. For illustration, see Planting Diagram accompanying this document.
16. **Backfill:** After putting one-quarter (1/4) of the backfill soil in the hole, all burlap, twine, rope, and wire baskets shall be cut off and removed at least 8 to 10 inches below the topmost structural root. If roots are circling or girdling, they shall be cut and removed. The hole shall be backfilled with the same soil removed from the hole. Soil shall be tamped **slightly** to pack rootball firmly within the planting hole in order to prevent settling or shifting of the rootball. When the hole is two-thirds (2/3) full, water shall be applied to eliminate air pockets; heavy tamping of the soil shall not occur once the soil has been watered. The remaining portion of the rootball shall be filled with remaining excavated soil. No soil shall be placed above the topmost structural root or root flare. **If excess soil dug from the planting hole is not necessary for the backfill of the rootball or creates an unnecessary mound of soil in a limited planting space (such as a downtown tree pit or planting strip) as determined by the City of Knoxville Urban Forester, it shall be removed from the site by the Installer.**
17. **Soil Amendments:** Some planting locations may be in areas with poor soil conditions that inhibit trees from thriving. In these cases, the City of Knoxville may require the contractor to mix in soil amendments (typically in the form of biochar, manure, topsoil, etc.), with the soil being backfilled into the hole; the City shall supply the Installer with the necessary amendments (typically in 40 lb. bags) and quantities needed for each planting hole. Typically, two to four pounds of soil amendment is added to each planting hole. Trees requiring a soil amendment will be listed on the planting list given to the Installer at the beginning of the planting season. Once the rootball is two-thirds of the way backfilled, Installer shall apply two to three pounds of soil amendment with the remaining backfill soil. Once the tree has been completely backfilled, Installer shall place another one to two pounds of soil amendment to the top of the planting hole before mulching.
18. **Staking:** Trees shall not be staked unless necessary. However, the Urban Forester may determine that certain trees will require staking. Installer shall provide wooden stakes that

measure no less than 2" x 2" x 3'. Staking materials must be approved by the City of Knoxville Urban Forester before installation.

Stakes shall be placed at 120 degrees around the tree and installed into the ground at a 60 degree angle, as depicted in the specification diagram provided in the Appendix. Stakes must be installed at least 24" deep and installed outside of the planting hole where the soil was not disturbed.

Arbor tie shall be used for the straps connecting the tree to the 3 wooden posts. See staking diagram for staking details. There must be enough space left around the trunk of the tree to allow the tree to grow.

19. Trees that shift or lean within six weeks after planting must be replanted and staked at the Installer's expense. **Failure to replant and stake such trees shall constitute a material breach of the contract.**
20. **Mulch and Tree Guard:** Mulch shall be supplied by the Installer and shall be approved before installation by the City of Knoxville Urban Forester. Mulch shall be temperature-stabilized hardwood or recycled greenwaste material, and mulch chips shall not exceed 4" in length and ½" in width. No recycled woodwaste, fine composted, or dyed mulches shall be used. Mulch shall be installed on top of the root system and planting hole and extend to the dripline of the canopy or 2.5 feet from the trunk, whichever is greater.  
  
Some trees (typically not more than 10 trees per year) will be planted in tree pits that will not exceed 25 square feet (5' x 5'). The entire tree pit shall be mulched. **Mulch shall be 3" in depth, uniform in appearance, and shall not touch the tree trunk.**
21. **Trunk Protectors:** The City of Knoxville will supply Arbor Guard tree trunk protectors that must be installed on each tree. The tabs on the trunk guards must flex over the root flare of the tree.
22. **Containerized Trees:** Containerized trees shall be removed from the container before installation. All sides of the root ball shall be shaved with a hand saw or electric saw (reciprocating saw) in order to cut circling roots. Cuts should be made approximately one to two inches (1" to 2") from the sides of the root ball. Shaving shall be done just prior to the trees being installed. See instructions provided in the Appendix for shaving a containerized plant.
23. **Weather:** Trees will not be installed into wet sites, water-logged soils, or sites where precipitation has occurred within the previous 72 hours, unless approved by City of Knoxville Urban Forester. Weekend plantings shall be coordinated with the City of Knoxville Urban Forester.
24. **Site Clean-up:** The Installer shall be responsible for the clean-up of the site, including the removal of excess soil not needed for the planting hole; debris such as bricks, rocks, and other items uncovered while digging the hole; and excess mulch misplaced or dumped



during the installation of the tree. The Installer is also responsible for removing any mud skid left on the road or sidewalk and repairing any ruts caused during the installation of the tree. The Installer should avoid or minimize having to drive on any greenspace, sod, or inundated areas to prevent damage. The Installer shall remove and properly dispose of all planting stakes used to marked planting locations and remove all tags, ribbons, and bags from around the trees unless specified by the Urban Forester.

- 25. Inspections, Acceptance and Payment:** Installer shall invoice the City at the end of each month for all trees installed during that month; invoice must be accompanied by a list of the trees planted, noting species planted and their locations.

The City shall perform month-end inspections of work completed during that month (inspections shall occur more than once per month only at the discretion of the Urban Forester). Inspections shall review the tree species, condition, and installation to identify and note any discrepancies or deviations from this specification. The Installer will be immediately notified in writing of any discrepancies or deviations; and Installer must repair, replace, or otherwise remedy said discrepancies or deviations before the work is accepted and Installer is paid. **Trees requiring remediation shall be inspected during the following month's inspection.**

Installer shall not be paid for trees not meeting the specification upon second inspection. Trees significantly damaged by the Installer during installation must be replaced by the Installer at Installer's sole expense.

Payment shall be on a net 30 basis following the City's acceptance of the invoiced installations. Invoices must be modified if trees do not meet these specifications. All work not passing inspection by March 31, 2017 will not be paid.

- 26. Term of Agreement and Contract Pricing:** Contract shall be for one year with two optional one-year renewals, upon mutual agreement; planting time shall typically be from November 1, 2016, through March 1, 2017, with the potential for a limited number of spring plantings such as crape myrtles and evergreen trees. Unit bid prices shall be guaranteed for the life of the contract. Tree installation bid is for a fixed price agreement, and quantities to be ordered are not guaranteed.

- 27. Award to Multiple Installers:** The City of Knoxville reserves the right to award to multiple Installers in order to ensure timely installation of trees.

- 28. Projected Planting Timetable and Payment Schedule:** Work can be completed earlier than the timetable below, but should not exceed the following (with the exception of those trees that need to be planted during the spring months):

Phase	Projected Date of Substantial Completion	# of Trees Supplied	Date of Final Acceptance
I	December 31, 2016	33%	January 31, 2017

II	January 30, 2017	66%	February 28, 2017
III	February 28, 2017	100%	March 31, 2017

**GENERAL INFORMATION**

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **July 8, 2016, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
  - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
  - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. **Each sealed envelope containing a bid must be plainly marked on the outside as: "Tree Installation."**
8. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
15. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
16. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.

17. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.
18. Regarding the Equal Business Opportunity Program contracting, the appropriate Form 1 or Form 2 **must** be submitted with the bid. Successful bidders who include Form I with their bid, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.
19. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
20. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
21. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to Janice McClelland, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at [jmcclelland@knoxvilletn.gov](mailto:jmcclelland@knoxvilletn.gov). To be given consideration, such requests/questions must be received no later than close of business on July 1, 2016. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under

his bid as submitted. All addenda so issued shall become part of the Contract Documents.

22. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
23. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: [www.state.tn.us/labor](http://www.state.tn.us/labor).
24. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
25. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
26. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
27. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
28. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

29. Before a contract will be signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.

When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- (b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
  - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
  - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
  - If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer

licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
  - Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
  - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
  - All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.
30. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense



of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

## **SUBMISSION FORMS**

**CITY OF KNOXVILLE**

**BID FORM**

TO: Purchasing Agent  
City of Knoxville  
City/County Building  
400 Main Street, Suite 667  
Knoxville, TN 37902\*

\*If sending bid via U.S. Postal Service, change street address to:  
P.O. Box 1631  
Knoxville, TN 37901

Having carefully examined the specifications entitled "Tree Installation" to open on July 8, 2016, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the sums listed on the attached "Tree Installation Price Sheet."

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

Official Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Email address: \_\_\_\_\_

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

**CITY OF KNOXVILLE  
BID EVALUATION SHEET**

**TREE INSTALLATION PRICE SHEET**

Submit your total price for one installed tree of each size or maintenance task. Prices quoted below must be inclusive of labor, equipment, mulch, and all other costs associated with this specification unless noted in the solicitation document. The City of Knoxville will not be responsible for any charges other than those shown below.

<b>B &amp; B TREES, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
2" Ball and Burlap Tree, per (1) tree	_____
3" Ball and Burlap Tree, per (1) tree	_____

<b>TREE STAKING, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
Stake installed tree, per (1) tree	_____

<b>CONTAINERIZED TREES, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
15-gallon containerized tree, per (1) tree	_____
30-gallon containerized tree, per (1) tree	_____
45-gallon containerized tree, per (1) tree	_____

<b>SOIL AMENDMENT, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
Apply soil amendments to planting hole, per (1) tree	_____

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

My commission expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of \_\_\_\_\_, the firm that has submitted the attached Proposal, his or her title being \_\_\_\_\_ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Title \_\_\_\_\_

My Commission expires \_\_\_\_\_

Child Crime Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) The Bidder \_\_\_\_\_ will abide by the following if chosen as the successful bidder:

The Bidder \_\_\_\_\_ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

# EQUAL BUSINESS OPPORTUNITY PROGRAM

## Contracting Component

### SECTION I

#### EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

#### GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
  - a. Advertising
  - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
  - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
  - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
  - a. It is the bidder's/proposer's responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.



- (1) A description of the specifications for the work selection for subcontracting
  - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

## SECTION II

### MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

**1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)**

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the dollar value associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "**Good Faith Efforts**." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

**2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)**

This form will be submitted if the bidder/proposer does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The bidder/proposer must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

**The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.**

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these

subcontractors on June 30<sup>th</sup> and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

## SECTION III

### DEFINITIONS

**Minority:** A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

**Minority-Owned Business (MOB), Women-Owned Business (WOB):** A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

**Owned and Controlled:** A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

**Subcontractor:** Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

# FORM I

## STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, \_\_\_\_\_, do certify that on the  
(Bidder/Proposer)

\_\_\_\_\_  
(Project Name)

(\_\_\_\_\_)  
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$\_\_\_\_\_.

Description of Work	MOB/WOB Utilization		Name of MOB/WOB
	MOB Amount	WOB Amount	

The undersigned understands that they are to report the annual amount disbursed to these MOB(s)/WOB(s) on June 30<sup>th</sup> of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

## FORM II

### STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, \_\_\_\_\_, hereby certify that it is our  
(Bidder/Proposer)

intent to perform 100 % of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# FORM III

## STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S) (TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project:  
Contract#: \_\_\_\_\_

Contractor's  
Name: \_\_\_\_\_

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: \_\_\_\_\_

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

By: \_\_\_\_\_

Contractor's Signature

Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary  
Public: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

## **APPENDIX**

**Diagram: Proper Planting of Tree on Slope**

**Diagram: Proper Tree Planting and Staking**

**Diagram: Proper Shaving of Root Ball – Containerized Tree**

Notes:

1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

Trunk caliper shall meet ANSI Z60 current edition for root ball size.

Root ball modified as required.

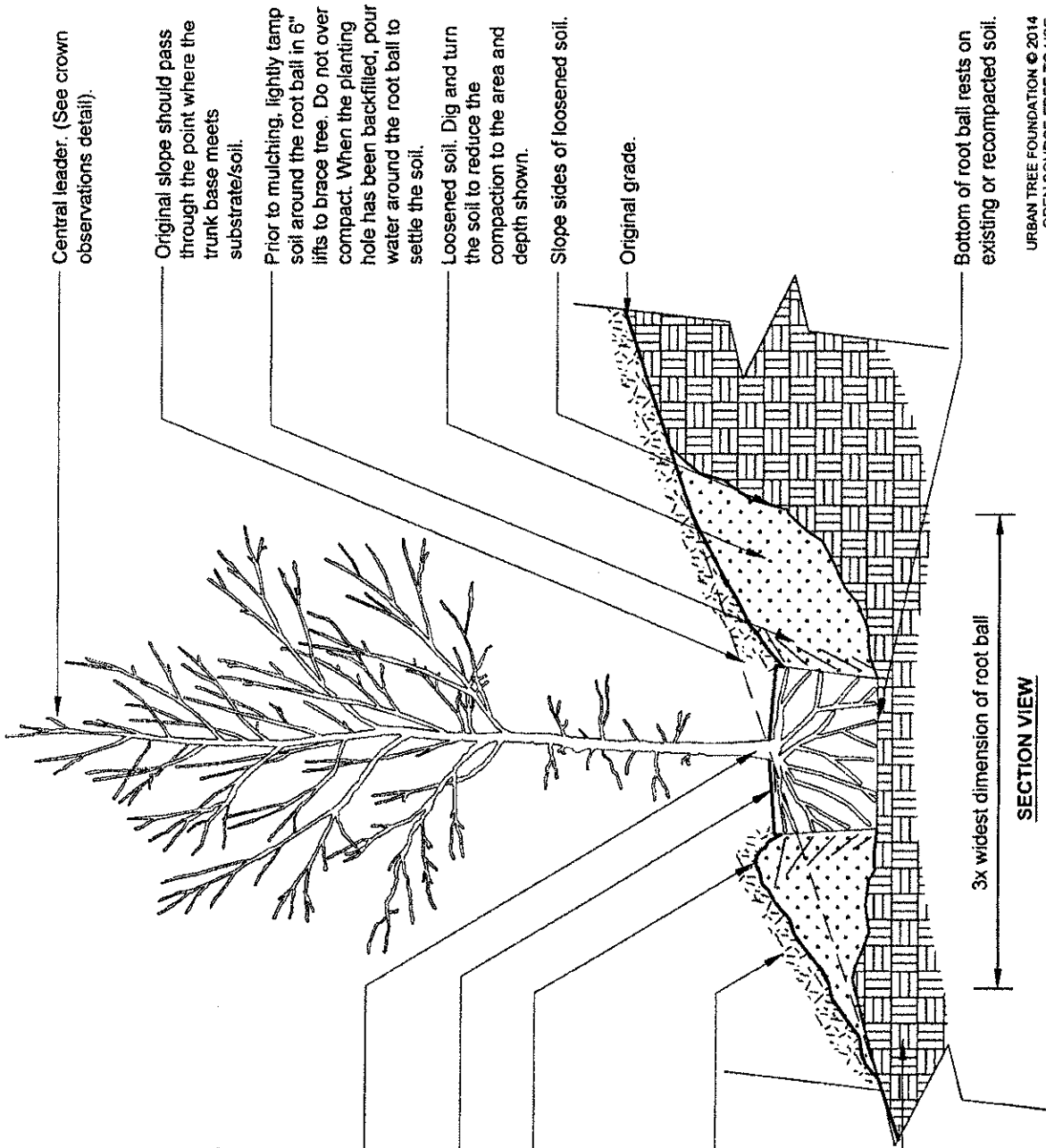
Round-topped soil berm 4" high x 8" wide above root ball surface shall be centered on the downhill side of the root ball for 240°. Berm shall begin at root ball periphery.

4" layer of mulch. No more than 1" of mulch on top of root ball. (See specifications for mulch).

Existing soil.

3x widest dimension of root ball

SECTION VIEW

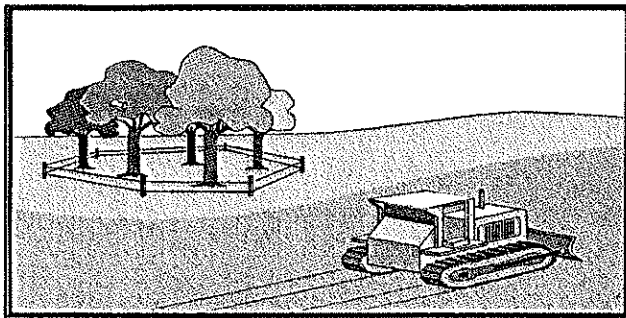


Bottom of root ball rests on existing or recompacted soil.

URBAN TREE FOUNDATION © 2014  
OPEN SOURCE FREE TO USE

TREE ON SLOPE 5% (20:1) TO 50% (2:1) - UNMODIFIED SOIL

P-X

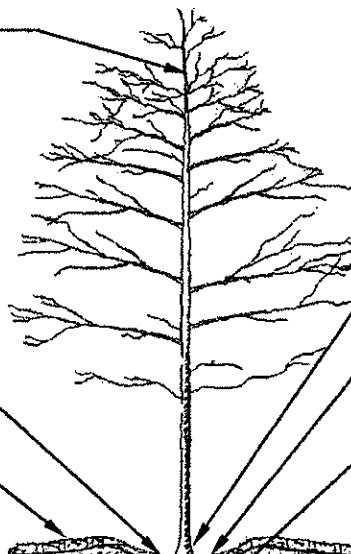


Do not cut central leader. Prune only broken branches. Pull branches apart from the shipping twine so they naturally hang.

Top of root ball kept free of all but a 2"-3" layer of mulch. Do not pile mulch or soil against trunk.

Mulch 3" deep (typical) to cover all exposed soil

Depth varies, based on size of root ball



Flare of trunk shall be visible above the soil line

Root flare shall be no less than 1" below or more than 1" above finished grade

Remove all burlap and wire from the top 2/3 of the root ball (if applicable)

Finished Grade

Set the root ball on undisturbed soil to prevent settling. The width of the planting hole shall be at least 2 times the diameter of the root ball. Backfill with soil excavated from the planting hole.

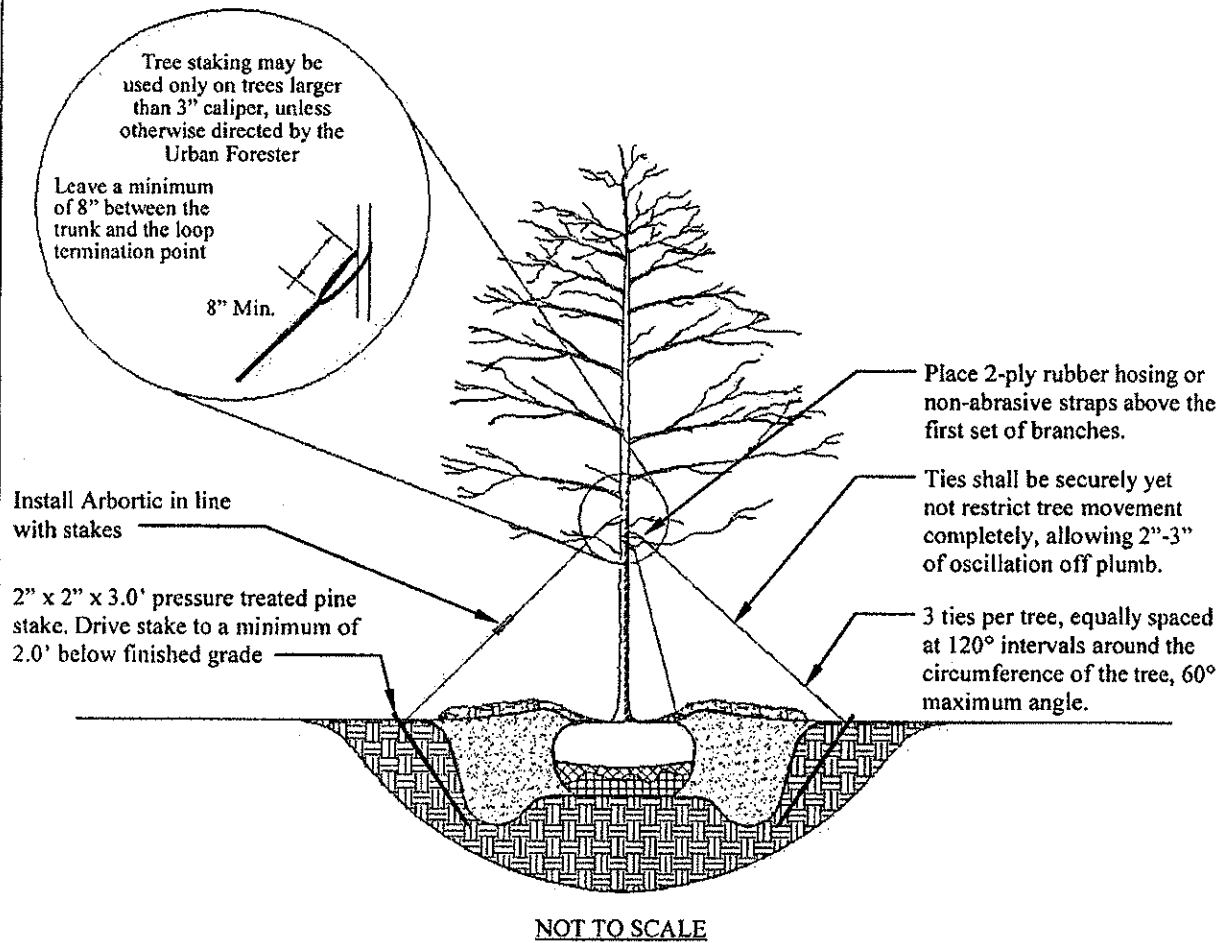
NOT TO SCALE

**Tree Planting Notes:**

1. All planting selections and activities must be approved by the City of Knoxville Urban Forester.
2. Balled-and-burlapped (B&B) stock from nursery shall meet ANSI Z60.1, American Standard for Nursery Stock.
3. All excess soil shall be removed from the site and the mound shall be no greater than 2" above grade. No excess soil shall touch the trunk of the tree and be greater than 2" above grade.
4. Planting excavation shall be 2 times the width of the root ball. All planting wrap shall be removed.
5. Stake the tree if necessary. See Figure TP-04-02.

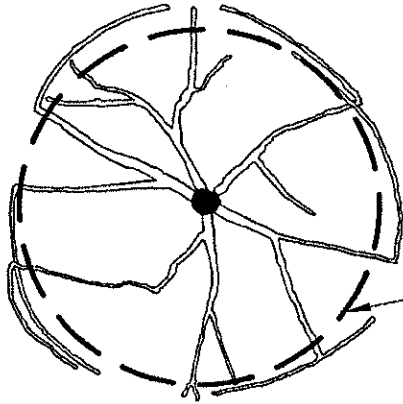
**Figure TP-04-01  
Tree Planting for Typical Landscaping Placement**





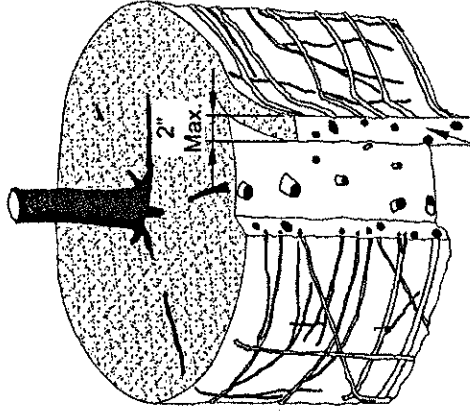
**Figure TP-04-02  
Staking for Tree Placement**

BEFORE SHAVING



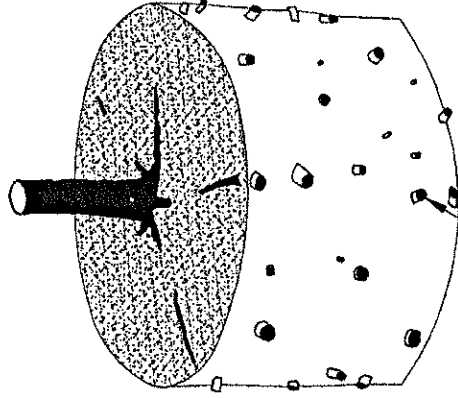
Shave root ball here to remove all roots growing on periphery.

SHAVING PROCESS



Shave outer periphery of the root ball a maximum of 2" thick.

SHAVING COMPLETE



Root tips exposed at periphery of root ball. All roots growing around periphery are removed.

Notes:

- 1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.
- 2- Shaving can be performed just prior to planting or after placing in the hole.



ROOT BALL SHAVING CONTAINER DETAIL

## **ADDENDUM NO. I**

DATE: July 7, 2016  
TO: All Bidders  
FROM: Janice McClelland, Assistant Purchasing Agent  
SUBJECT: Addendum No. 1 – Tree Installation  
BIDS TO BE OPENED: July 8, 2016\*\* (see new date below), at 11:00:00 a.m.

This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

### **Item I. Postponement of Bid Submission Deadline**

The deadline for submission of bids hereby is postponed until July 18, 2016, at 11:00:00 a.m.

### **Item II. Clarifications of Invitation to Bid**

Items discussed at Pre-Bid meeting conducted on June 28, 2016:

1. Installer shall be responsible for the cost of replacement trees if trees are damaged while in the Installer's possession.
2. Tree stakes do not need to be pressure treated.

**END OF ADDENDUM NO. I**

CITY OF KNOXVILLE

BID FORM

TO: Purchasing Agent  
City of Knoxville  
City/County Building  
400 Main Street, Suite 667  
Knoxville, TN 37902\*

\*If sending bid via U.S. Postal Service, change street address to:  
P.O. Box 1631  
Knoxville, TN 37901

Having carefully examined the specifications entitled "Tree Installation" to open on July 8, 2016, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the sums listed on the attached "Tree Installation Price Sheet."

Firm Name: B&B SERVICES, INC.

Official Address: 2425 MARTIN LUTHER KING, JR. AVE.

KNOXVILLE, TN. 37915

Baffin Harper  
(By)

BAFFIN HARPER  
(Name Typed)

PRESIDENT  
(Title)

Date 7/8/16

Email address: OFFICE@BANDBLAWNS.COM

Phone: 865.525.3877



**CITY OF KNOXVILLE  
BID EVALUATION SHEET**

**TREE INSTALLATION PRICE SHEET**

Submit your total price for one installed tree of each size or maintenance task. Prices quoted below must be inclusive of labor, equipment, mulch, and all other costs associated with this specification unless noted in the solicitation document. The City of Knoxville will not be responsible for any charges other than those shown below.

<b>B &amp; B TREES, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
2" Ball and Burlap Tree, per (1) tree	<u>\$30.00</u>
3" Ball and Burlap Tree, per (1) tree	<u>\$37.00</u>
<b>TREE STAKING, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
Stake installed tree, per (1) tree	<u>\$25.00</u>
<b>CONTAINERIZED TREES, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
15-gallon containerized tree, per (1) tree	<u>\$20.00</u>
30-gallon containerized tree, per (1) tree	<u>\$25.00</u>
45-gallon containerized tree, per (1) tree	<u>\$27.00</u>
<b>SOIL AMENDMENT, INSTALLED AS SPECIFIED:</b>	<b>UNIT BID PRICE</b>
Apply soil amendments to planting hole, per (1) tree	<u>\$30.00</u>

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TENNESSEE

County of KNOX

BAFFIN HARPER, being first duly sworn, deposes and says that:

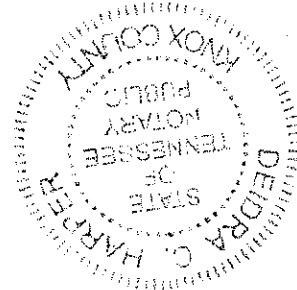
- (1) He is owner, partner, officer, representative, or agent of B&B, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: Baffin R. Harper

Title: PRESIDENT

Subscribed and sworn to before me this 8 day of July, 2016.

My commission expires: My commission expires August 14, 2016



## DRUG-FREE WORKPLACE AFFIDAVIT

State of TENNESSEE

County of KNOX

BAFFIN HARPER, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of B&B, the firm that has submitted the attached Proposal, his or her title being PRESIDENT of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

Baffin R Harper  
(Signed) \_\_\_\_\_  
PRESIDENT  
(Title)

Subscribed and sworn to before me this 8<sup>th</sup> day of July, 2016

Title office director

My Commission expires \_\_\_\_\_ My commission expires August 14, 2016



Child Crime Affidavit

State of TENNESSEE

County of KNOX

BAFFIN HARPER, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of B&B, the Bidder that has submitted the attached Bid;

(2) The Bidder B&B will abide by the following if chosen as the successful bidder:

The Bidder B&B agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: Baffin R Harper

Title: PRESIDENT

Subscribed and sworn to before me this 8th day of July, 2016.

My commission expires: My commission expires August 14, 2016



## FORM II

### STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, B&B SERVICES, INC., hereby certify that it is our  
(Bidder/Proposer)

intent to perform 100 % of the work required for the \_\_\_\_\_  
CITY OF KNOXVILLE TREE INSTALLATION contract.  
(Name of Project)

In making this certification, the Bidder/Proposer states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: 7/8/16 COMPANY NAME: B&B SERVICES, INC.

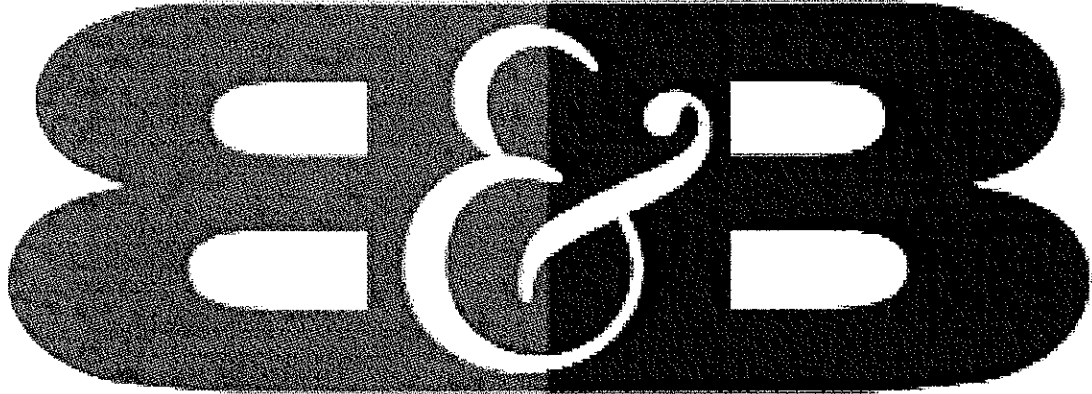
SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: PROJECT MANAGER

ADDRESS: 2425 MARTIN LUTHER KING, JR. AVE.

CITY/STATE/ZIP CODE: KNOXVILLE, TN. 37915

TELEPHONE NO: 865.525.3877



**SERVICES, INC.**  
**LAWN CARE • CONSTRUCTION**  

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**COMMERCIAL • RESIDENTIAL**

B&B Lawn Services, Inc.  
2425 Martin Luther King Ave.  
Knoxville, TN 37915  
PH (865) 525-3877  
FX (865) 525-3878

[www.bandbservicesinc.com](http://www.bandbservicesinc.com)  
[office@bandblawns.com](mailto:office@bandblawns.com)



## QUALIFICATIONS

City of Knoxville  
Tree Installation  
B&B 2016

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### **I. BUSINESS SUMMARY**

B&B Lawn Services, Inc., was founded in 1987, and has provided an array of clients with ground maintenance, landscaping, site restoration services. For more than 25+ years B&B has served as a premier contractor within the Knoxville region. We are experienced in a wide variety of fields and have in place systems and resources to provide the required support for such services. B&B is committed to performing this contract to meet all expectations in a safely and timely manner.

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### **II. CORPORATE EXPERIENCE**

B&B's past and current work qualifications are a make-up of (14) years sustaining city landscapes for The City of Knoxville; Horticulture Department, (20) years with Knox Co. School Board, providing mowing services to over 30 Knox County Schools, (15) years with Knoxville Community Development Corporation, providing mowing services/clearing and grubbing to vacant lots, (10) years with Knoxville Utility Board, performing site restoration, (7) years with Tennessee Department of Transportation (TDOT), executing landscaping and erosion control solutions, (3) years with the Department of Energy; Oak Ridge Operations maintaining the grounds, and (3) years performing general construction services for private customers.

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### **III. STAFF SIZE**

Our key personnel brings (28) years of experience pertaining to ground maintenance, bush hogging, and mowing services. Our supervisors have performed numerous mowing services directly for the local government. B&B's organization provide customers with 20 highly trained professional team members that possesses the necessary skills, flexibility, and the experience to perform safely, securely, and within all terms of the contract. Our experience extends from our corporate staff to our management team, to our work force. Our corporate staff and management team are continuously looking for new ways to lend support, increase productivity, or make any improvements that will lead to a smooth operation. B&B offers an organization whose focus will be on the successful accomplishment of any contract.

In 2010 B&B planted 5,000 trees in Mountain City, TN as a subcontractor. B&B has performed a number of projects thru TDOT which have included tree/seeding install. We have also performed temporary traffic control in accordance with the MUTCD for major highway road construction projects.



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#### **IV. CORPORATE ADDRESS**

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Physical Address: 2425 Martin Luther King Jr. Ave  
Knoxville, TN

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#### **V. EQUIPMENT OWNED & OPERATED**

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- (1) F700 FORD TRUCK
- (1) GMC 5500 TRUCK
- (2) GMC 3500 TRUCK
- (3) GMC 2500 TRUCK
- (2) GMC 5500 DUMP TRUCK
- (1) FORD F-350 MAINTENANCE TRUCK
- (5) ISUZU 4500 LANDSCAPE TRUCKS
- (2) FORD UTILITY VAN
- (1) FORD F150
- (3) SKIDSTERS w/  
related attachments (32" 24" 12" Auger Bits)
- (3) 8" & 12" Hand Auger
- (1) 1000 GAL. STORAGE/WATER TANK
- (1) MT55 DINGO
- (22) COMMERCIAL MOWERS
- (15) STIHL BLOWERS
- (15) STIHL WEED-EATERS
- (2) UTILITY ATVS
- (2) STRAW BLOWERS
- (4) BUSH HOGS
- (1) SIDE ARM – BUSH HOG
- (5) TRACTORS

\*SMALL TOOLS: CHAIN SAWS, MITER SAWS, LADDERS, CONCRETE SAW, TRAILERS, ETC.\*

\*GENERAL JANITORIAL SUPPLIES/EQUIPMENT\*

-ALL EQUIPMENT IN GOOD WORKING ORDER-



## References

Name of the business that was serviced: **Blalock & Sons**  
Contact person: David Ham  
Contact person title: Contract Manager  
Contact person telephone number: 865-453-2808  
Contact person email address: davidh@blalockconstruction.com  
Description of the service provided: Erosion Control/Landscaping

Name of the business that was serviced: **Knoxville's Community Development Corporation**  
Contact person: Terry McKee  
Contact person title: Information Systems & Procurement Director  
Contact person telephone number: 865-403-1100  
Contact person email address: purchasing@kcdc.org  
Description of the service provided: Ground Maintenance

Name of the business that was serviced: **East Tennessee Mechanical Corporation**  
Contact person: Mark Deathridge  
Contact person title: President-CEO  
Contact person telephone number: 865-522-6108  
Contact person email address: markdea@aol.com  
Description of the service provided: Landscaping



**VI. UNIQUE STRENGTHS**

Unique Strengths	
<b>Added Resource Capability</b>	B&B's Professional Team offers a great deal of experience, primarily in landscaping, erosion control, brush clearing, hauling, and facility support services. B&B welcomes the opportunity to be a go-to contractor for the City of Knoxville. As a partner, B&B offers a strong workforce and array of resources and equipment to support the City of Knoxville's (COK) needs.
<b>Organizational structure</b>	<p>B&amp;B has strong experience working together as a team on work scopes similar to or the same as that covered by COK. Our management team, from corporate to field, works together successfully accomplish projects. Because of this past experience, COK is provided confidence that B&amp;B is prepared and capable of performing the required work scope competently and cost-effectively. We demonstrate that we will provide an organizational structure that:</p> <ul style="list-style-type: none"> <li>• Efficiently and effectively responds to requirements</li> <li>• Provides the flexibility and responsiveness necessary to meet the changing needs and ability to provide emergency response</li> <li>• Ensures appropriate communication with the contract contact.</li> </ul>
<b>Work Performance</b>	<p>B&amp;B will minimize technical risks during work performance by:</p> <ul style="list-style-type: none"> <li>• Self-performance of key work scope and reporting requirements.</li> <li>• Strong communication, planning, coordination, and inspection processes to ensure required work is accomplished safely and compliantly</li> <li>• Identifying and streamlining work methods with field application</li> <li>• Software improvements with task tracking, equipment maintenance, and data to ensure quality control.</li> <li>• Use of GPS and improved mapping plan, and schedule.</li> </ul>
<b>Communication</b>	B&B recognizes that communication is key to adequately plan and schedule the base scope and new tasks that may result under the contract. B&B commits to maintaining and strengthening the required lines of communication to ensure that work is accomplished without incident.
<b>Quality</b>	B&B will maintain quality performance if awarded the contract. B&B will ensure that a quality mindset is established and maintained for all tasks expected by B&B.
<b>Debris Disposal</b>	B&B's plan is to collect, haul, and dispose of any debris to an off-site land fill, C&D, located in Knoxville. This facility meets all state regulations.



**Unique Strengths cont.**

<b>Safety / PPE</b>	<ul style="list-style-type: none"><li>• B&amp;B is committed to providing a safe work environment for our employees and protecting the health, safety and welfare of all members of the public and the environment.</li><li>• B&amp;B corporate commitment to Safety; Weekly safety meetings/pre-job briefings for all affected employees to review job hazards and the planned approach to minimize hazards.</li><li>• All personnel are required to wear: sturdy work boots, intact long pants, and Class II high visibility company labeled shirts with at least a 4" sleeve. OSHA regulated eye protection, and hearing protection devices at all times on all projects.</li></ul>
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