

# BID SOLICITATION



**City of Chattanooga**  
**101 East 11th Street, Suite G13**  
**Chattanooga, TN 37402**

## BID OPENING DATE AND TIME:

21-MAR-17 at 2:00 PM

**BID NUMBER: 304632**

## SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

## BUYER:

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

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City of Chattanooga

101 East 11th Street, Suite G13

Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 148564                      Ordering Dept.: Public Works/City Wide Services                      Buyer: Dedra Partridge                      Phone No.: (423) 643-7237                      E-mail: dpartridge@chattanooga.gov</p> <p>Items Being Purchased: Tree Planting Services</p> <p>ATTACHMENTS:                      Tree Planting Requirements Contract                      Topsoil Specifications                      Iran Divestment Act                      Affirmative Action Plan                      Requirements For Insurance Coverage                      City of Chattanooga (COC) Terms and Conditions posted on Website  <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a>                      If you can't download call buyer for a copy.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Tree Planting Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN ***                      *** 2:00 PM EST ON March 21, 2017 ***</p> <p>NOTE:                      ALL BIDS MUST BE SIGNED                      All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p>					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Company Name _____					
Address _____					
Phone/Toll-Free No. _____					
Fax No. _____					
eMail Address _____					
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business _____ Small Business _____ Veteran _____					
Minority Woman-Owned Business _____ Disabled Veteran _____					
Woman-Owned Business _____					
**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Planting of Trees in new sites, including addition of soil amendments and weed-eater guards	100	Each	_____	_____
2	Planting of replacement trees, including removal of existing trees	100	Each	_____	_____
3	Planting of replacement trees, including replacement of soil.	100	Each	_____	_____

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COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## **Tree Planting Requirements Contract**

The City of Chattanooga desires to contract with a professional landscaping firm for the purpose of installing. The City of Chattanooga expects to inspect and purchase these trees each fall. The successful contractor can expect to receive as many as 300 trees during the planting season and must have adequate space for storage and heeling in until the trees are planted. The number of tree plantings has historically been between 100 and 150 and most of them are in the 2" - 2 ½ " diameter category. Depending on the year and the circumstances the total number may be as many as 300 or more. In some cases the trees will be virgin plantings in areas that have never been planted with trees. However the majority of the tree plantings will be for the replacement of trees that died or were hit by vehicles and are located mainly in the downtown area. In a few cases this may involve the removal of existing contaminated topsoil in tree pits and the replacement of this with acceptable topsoil. The standard for the replacement topsoil is shown below. Any topsoil will need to be approved in advance before use. Contractor shall provide a sample for analysis.

At the time of planting the contractor shall remove the existing tree and rootball and haul away and dispose of the debris; install the designated species at the designated spot or planting pit; add soil additives, weedeater guards, and mulch.

The City of Chattanooga shall:

1. Furnish all trees for planting and deliver them to the storage yard of the successful bidder.
2. Furnish Weedeater Guards and Soil Moisture Enhancer.
3. Clearly mark all tree planting locations.
4. Provide maps of planting locations.
5. NOT request a warranty for planted trees.
6. Promptly process each invoice for payment.
7. Notify the successful contractor of each tree pit that will need to have all of the soil completely replaced.
8. Accept and send off topsoil samples for analysis to a commercial testing lab at the City's expense.
9. Provide mulch for the purpose of heeling in trees until planting.

The Contractor shall:

1. Store City-purchased trees at their work location and heel in these trees with mulch provided by the City until each tree is planted.
2. Call the Tennessee One-Call number and follow their procedures in advance of tree removal and replacement operations.
3. Excavate planting pits and haul away and dispose of any and all excess soil, old rootballs, and other unusable and/or undesirable materials.
4. Remove top two rings of wire basket during the installation process.
5. Transport trees to planting sites and install the provided trees according to City

Specifications as shown below.

6. Provide pre-approved topsoil in those situations that require the pit to be excavated and backfilled.
7. Install Weedeater Guards and Soil Moisture Enhancer as part of the planting process.
8. Adhere to MUTCD specs for setting up traffic and worker safety zones.
9. Provide commercially prepared shredded hardwood bark mulch and place the mulch 3" deep over the top of the newly planted root ball.
10. Replant or replace any existing ornamental vegetation in planters and tree wells when completing a tree replacement planting. This does not apply to annual weeds or other noxious vegetation.
11. Contractor is responsible for repair of any irrigation or hardscape damage done by his/her crews during the removal and replacement operations.

## **Topsoil Specifications**

This material shall be a native, organic, topsoil, natural and fertile, and shall be either screened or void of roots, branches, rocks greater than one inch in diameter, construction materials, clumps, and rootballs of plants, especially Johnson Grass and any other herbaceous weeds or their seeds. Any soil with a high clay content or a pH higher than 7.0 is unacceptable and will be rejected. The preferable pH is 6.5 to 6.8. Additives may be blended in to increase macronutrients and micronutrients to optimum levels.

Therefore the City of Chattanooga is requesting three bids:

1. Installation of trees in new sites that require the transportation of trees to the planting site and the planting and mulching of the new tree. In addition soil amendments and a weedeater guard will be required for each newly planted tree.
2. Installation of replacement trees in tree pits that require the transportation of trees to the planting site, removal and disposal of the existing rootball, and planting and mulching of the new tree. In addition soil amendments and a weedeater guard will be required for each newly planted tree.
3. Installation of replacement trees in pits that require all of the elements in Item 1. above as well as the excavation and replacement of the existing topsoil in established tree pits. For planning purposes the replacement topsoil should be calculated as that amount that would fill a tree pit that is 8' long x 4' wide x 2' deep.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

(BUSINESS NAME) \_\_\_\_\_

(DATE) \_\_\_\_\_

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)



## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence