

MEMORANDUM

INVITATION TO BID

TO: All Mowing Contractors
FROM: Robert A. Gardner, Electric Utility Director
DATE: March 2, 2015
RE: **Mowing/Landscape Contract**

The Electric Department Mowing & Landscape Maintenance Contract for 2015 is attached. Please review this contract carefully enter your bid on the last page. Contractors are strongly encouraged to tour the properties with a representative of this department before submitting a bid. Call this office to arrange a tour of the properties.

This bid must be received in the office of the City Recorder, 405 N. Main Street, Springfield, Tennessee 37172, no later than **2:00 p.m., Friday, March 20, 2015 .**

At least three (3) references from prior clients must be included with this bid before acceptance by SED.

Questions concerning this contract should be directed to:

Jamie Dean, Electrical Crewleader
Springfield Electric Department
1000 Central Avenue W.
Springfield, Tennessee 37172
(615) 384-6770 ext. 121 or (615) 566-6262
(615) 382-1642 FAX

Thank you for your interest in this contract.

THE CITY OF SPRINGFIELD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOWING AND LANDSCAPE MAINTENANCE CONTRACT

THIS AGREEMENT made and entered into as of the _____ day of _____, 2015 by and between the CITY OF SPRINGFIELD, TENNESSEE, and administered by the Springfield Department of Electricity (hereinafter called "OWNER"), and _____ (hereinafter called "CONTRACTOR").

That for and in consideration of the mutual promises and covenants herein contained, the parties agree and bind themselves as set forth out below:

The CONTRACTOR Agrees:

1. To maintain the grounds of OWNER described and listed herein in a professional and timely manner including mowing, mulching, raking, trimming and weed control.
2. To cut the grass and trim neatly around all foundations, fences, curbs, and other obstacles.
3. To provide landscape maintenance of all shrubbery, flowers, plants, etc. at the grounds of the OWNER'S office at 1000 Central Avenue, in a suitable, professional manner and as prescribed by the type of plant/vegetation in place. Landscape maintenance will be provided as frequently as needed.
4. To maintain the grounds both inside and outside fences where all the property is not under fence.
5. To perform the work in an efficient, orderly and safe manner.
6. To furnish all necessary equipment to perform the work and to maintain the equipment in good serviceable condition.
7. To exercise due care concerning power lines, buses and other appurtenances, comprising the OWNER'S electrical system. To, at all times, maintain adequate supervision over the crew. The CONTRACTOR shall be responsible for all damage to OWNER'S property by his/her crew. Further, to use only workers age twenty-one (21) or older inside substation fences.
8. To pay for and maintain liability insurance of an amount suitable to indemnify and hold OWNER harmless for all claims and expenses resulting from CONTRACTOR'S actions and omissions. Further, to furnish OWNER annually with current evidence of such coverage.

MOWING AND LANDSCAPE MAINTENANCE CONTRACT-CONTINUED

- 9. To replace any vegetation damaged or destroyed due to CONTRACTOR'S negligence.
- 10. To keep adequate records and make them available for inspection by the OWNER in the event a dispute arises concerning this Contract.

The OWNER Agrees:

- 1. To pay the CONTRACTOR within seven (7) working days after completion of all mowing shown in item number 3 below provided the CONTRACTOR provides records adequate for the amount billed.
- 2. To pay the CONTRACTOR _____ per mowing.
- 3. A mowing shall consist of the following nine (9) properties and shall not be deemed complete until all properties are mowed: (1) Sleepy Hollow Substation on South Main Street (2) Springfield District Substation on Josephine Street (3) Wartrace Substation on Bill Jones Industrial Drive (4) The entire Springfield primary substation on Roy Pitt Road (5) Fifteenth Avenue Substation (6) The administrative office and warehouse at 1000 Central Avenue (including weeding and landscape maintenance), (7) Mt. Denson Substation at Highway 161 and Charles Ralph Drive, (8) Holley Substation on Industrial Drive, (9) South Springfield Substation on W.A. Batson Parkway.

It is mutually agreed that the term of this contract shall begin on April 1, 2015 and end March 31, 2016. Either party may terminate this agreement in the event of breach by the other party. Notice of such termination must be in writing, given to the other party at least ten (10) days before the termination date and such written notice shall contain the reasons for termination.

This the _____ day of _____, 2015.
CITY OF SPRINGFIELD, TENNESSEE

ATTEST: _____ BY: _____
ELECTRIC UTILITY DIRECTOR MAYOR

ATTEST: _____ BY: _____
CONTRACTOR

CONTRACTOR NAME PHONE NUMBER

ADDRESS