

BID SOLICITATION



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

BID OPENING DATE AND TIME:

11-MAY-17 at 2:00 PM

BID NUMBER: 304713

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:

**V
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RFQ

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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.: 151212 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237</p> <p>Items Being Purchased: Right of Way Grounds Maintenance Services for Four (4) Quadrants</p> <p>ATTACHMENTS: Right of Way Specifications Quadrant Drawings Iran Divestment Act Affirmative Action Plan Requirements for Insurance Coverage City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.</p> <p>NOTE: A Pre-Bid Conference will be held May 4, 2017, at 10:00 AM EST, Paul Clark Building, 910 East 11th Street, Chattanooga, TN.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance 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 May 11, 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 ar enot 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>					

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**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: 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 ****					

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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	Right of Way Mowing Quadrant 1	1	Each	_____	_____
2	Right of Way Mowing Quadrant 2	1	Each	_____	_____
3	Right of Way Mowing Quadrant 3	1	Each	_____	_____
4	Right of Way Mowing Quadrant 4	1	Each	_____	_____

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**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:					
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 ****					

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CITY OF CHATTANOOGA, TENNESSEE
Department of Public Works

Right of Way MOWING BID

for

**Right of Way Mowing
Chattanooga, Tennessee**

**The City Right of Way Sections have been divided
into a Quadrant
Maps are available**

**The City is requesting bids for each Part
This will require 4 awards**

March, 2017

City of Chattanooga

**DEPARTMENT OF PUBLIC WORKS: STREET MAINTENANCE
MOWING AND RIGHT-OF-WAY MAINTENANCE**

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1 SCOPE OF WORK / DEFINITIONS / SPECIFICATIONS / GENERAL CONDITIONS

1.1. SCOPE OF WORK

- 1.1.1. The work covered by these specifications consists of removing litter and mowing of medians, embankments and right-of-way on city streets both rural and neighborhood for a period of one year from date of award of the contract. Contractor shall be responsible for mowing of all medians and right-of-way; edging all curbs and sidewalks, trimming all turf along edge of pavement, curbs and around or on signs, posts, guardrails, sidewalks, other obstacles and for removing all trash & litter from site. Work shall also consist of application of specific herbicides on areas specified to control and/or inhibit growth.
- 1.1.2. The City Of Chattanooga has the option to add additional cutting and spraying cycle(s) as dictated by weather or operational needs.
- 1.1.3. The City has the option to extend this agreement for two (2) additional one year terms.
- 1.1.4. Bidders should inspect ALL locations prior to submitting bids in order to be fully aware of the scope of the services required. Failure to do so will not relieve the successful bidder from performing the work in accordance with this specification at the awarded bid price. There will be no additional costs to the City.

1.2. DEFINITIONS

- 1.2.1. **MEDIAN** – the grassy area in the right-of-way of the street which may also be referred to as an island, triangle, or embankment.
- 1.2.2. **RIGHT-OF-WAY (ROW)** – the area extending from edge of pavement over to the property line of private property.
- 1.2.3. **CITY SUPERVISOR** – shall refer to the City of Chattanooga, Division of Public Works Street Maintenance supervisor, manager, administrator or director or his or her designated appointed representative.
- 1.2.4. **LITTER** – any object or group of objects foreign to the right-of-way which has been discarded or abandoned and is or may become visible from the edge of roadway or shoulder as a result of mowing, vegetation management, maintenance operations, or traffic. Examples include but are not limited to paper, plastic, bottles, cans, wood, tires, portions of tire and metal products.
- 1.2.5. **RAINY DAY** – shall mean rainy/wet weather or condition when the soil is such that rutting of property will occur and cutting grass cannot be accomplished satisfactorily
- 1.2.6. **TRIMMING** – the work associated with cutting or trimming vegetation in close proximity to objects or in areas not accessible to conventional mowers in an attempt to prevent damage and provide a consistent vegetation height by means other than a mechanical mower
- 1.2.7. **MOWING** – the work associated with cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds to provide a consistent and aesthetically pleasing standing vegetation height.
- 1.2.8. **MOWING PERIODS** – shall refer to a period of every Twenty (20) days during mowing season and includes mowing's, edging, weed-eating, trimming, litter removal and spray services for each location.
- 1.2.9. **CITY** – shall refer to the City of Chattanooga, a municipal corporation of the State of Tennessee
- 1.2.10. **HERBICIDE** – shall refer to a chemical mixture used to control the growth of vegetation

1.3. GENERAL CONDITIONS

- 1.3.1. This contract shall provide for a guaranteed nine (9) mowing's with a Tenth (10th) and/or Eleventh (11th) cutting being optional. It is anticipated that the mowing's will take place within a seven (7) month period of time. The City anticipates the work performed according to the contract to commence April 1, 2017. The City reserves the right to delay or advance the commencement of services as dictated by vegetation growth.
- 1.3.2. A performance bond will be required of the successful bidders equal to 25% of the contract award. A Certificate of Deposit or Certified Check made payable to the City Of Chattanooga will be accepted in lieu of a Performance/Payment Bond
- 1.3.3. A mowing shall include the medians, embankments and right-of way at a distance of fifteen (15) feet over from the edge of pavement where possible. Some roads have sections of extra-wide designated right-of-way up to ninety (90) feet. These areas must be cut to the line of private property where possible. The mowing shall also include and all medians, triangles, and embankments within the right-of way. All areas that have curbs will require edges to be trimmed. In areas where concrete medians exist, the contractor shall keep the median free of weeds and debris and apply herbicide to control weed growth within concrete expansion joints. All right-of-way that is being obviously maintained by the adjacent property owner will not be required to be maintained.
- 1.3.4. The Contractor shall comply with all traffic and safety laws as outlined by City, Country, State and Federal governments. Contractor must comply with all Occupational Safety & Health Administration, Environmental Protection Agency and State Department of Agriculture regulations and standards.

1.4. LITTER REMOVAL

- 1.4.1. All litter must be removed from the area to be mowed prior to beginning of mowing. Litter shall be bagged and removed from right-of-way in such a manner as to prevent spillage of litter between collection site and disposal site. **Contractor shall insure that no litter is mowed.** If litter is overlooked and shredded by mowers, it shall be immediately removed at contractor's expense.

1.5. MOWING, TRIMMING AND EDGING

- 1.5.1. All sections under this contract shall include the use of finish, zero turn, hand, and/or other mowers. Trim type mowing equipment shall be utilized to follow the mowers during the cutting cycle to cut areas around signs, retainer walls, overpass and underpass aprons, and all other areas where use of mowers is not feasible. **Minimum mowing height is three (3) inches. Maximum mowing height is four (4) inches and the Contractor shall always check with the City Supervisor to verify proper cutting height.**
- 1.5.2. Contractor shall utilize weed eaters and hand mowers to trim around shrubs, trees, sign posts, delineators, guardrails, bridge abutments, drainage head walls, light poles, sidewalks and other miscellaneous obstructions. All trimming shall be completed at the time of the cut.
- 1.5.3. Contractor shall avoid utilizing equipment on areas where rutting of the sod might occur. Under these conditions, the City Supervisor will instruct the Contractor to avoid these areas and the work will be rescheduled by the City Supervisor.
- 1.5.4. If a median joins an emergency lane, the Contractor shall position the machine so that there is a slight overlap on the edge of the emergency lane. The Contractor shall avoid leaving a trail of weeds immediately adjacent to the roadway on both inside and outside edges.

1.6. REMOVAL OF GRASS CLIPPINGS

- 1.6.1. All clippings that result from any work performed under the contract must be blown, swept or otherwise removed from streets, sidewalks, curbs or any other paved surfaces. Contractor is prohibited from disposing of clippings into storm drain inlets, lakes, ponds, streams, etc. or any method whereby violates City of Chattanooga storm water ordinances.

1.7. HERBICIDE SPRAYING

- 1.7.1. All herbicide applications shall be commercial applications certified by the State of Tennessee
- 1.7.2. Description of Areas to be Sprayed
 - 1.7.2.1. The amount of frequency of spraying is one (1) time per month. The area must be kept weed free by approved methods the contractor chooses. Areas to be kept clear may include sidewalks, curbs, gutters, ditches, sign posts, delineators, concrete walls, concrete drainage headwalls, bridge abutments, bridge aprons, some fence lines, sidewalks, areas of rip-rap and other structures difficult to cut around. Weeds must be cut whether dead or alive.
 - 1.7.2.2. The formula for spraying areas listed above shall be a 2% solution of Round Up or equal and a 1% solution of Surfactant or 2% solution of Round up Pro or equal. Any other type spraying formula would require written approval by the City.
 - 1.7.2.3. Upon completion of each cycle, the supervisor shall meet with the Contractor to inspect and either accept or reject the work completed.
 - 1.7.2.4. Attachment A must be submitted upon completion of each cycle.
- 1.7.3. Herbicide application equipment must be able to spray up to 20 feet horizontally as well as 10 feet vertically from the edge of pavement using a chemical injection sprayer. Spray head must be able to spray in widths four feet and less. No 'OC' type nozzles are allowed. No herbicides are to be mixed in tank – only water, drift control agent or surfactant. The sprayer will inject herbicides into spray stream (using a minimum of 25 gallons of water per acre) and be adjusted for speed and swathe variance by computer controller such as CCI 2000 or equivalent. Radar mounted on the bed of the truck is required to convey travel speed to the computer. Computer must tabulate acres sprayed, herbicide applied (fl. oz.) as distance traveled. Spray rig must be truck mounted, must use boom less spray nozzles and be able to spray at 10 MPH or faster. Truck sprayer must be 1000 gallons or larger.
- 1.7.4. Contractor must have had a commercial pesticides license for at least one year and must submit a copy of this license with bid proposal
- 1.7.5. Herbicide manager must provide herbicide labels and MSDS to the City of Chattanooga, Public Works Street Maintenance Department. Herbicide manager must have at least five years' experience applying herbicides and be currently licensed in the category of Right-Of-Way control. Copies of licenses must be submitted with bid proposal.
- 1.7.6. Herbicide applicator must maintain a daily log sheet of acres sprayed, herbicide rate applied, and prevailing weather conditions at time of applications and submit to the City of Chattanooga Public Works Street maintenance Department upon completion of applications.
- 1.7.7. Herbicide applicators must have at least three years' experience making roadside herbicide applications. Herbicide applications must have a Commercial Driver's License if required by the equipment. Contractor must be in good standing with manufactures of products used and may be required to provide letters stating this.
- 1.7.8. Contractor shall have a chemical spill plan and the spray truck will have a spill cleanup kit on-board. Contractor to be fully responsible for chemical storage, handling, and container disposal.
- 1.7.9. Contractor to be fully liable for any damages as a result of off-site drift or to any dominant perennial grass.

2 SPECIAL CONTRACT REQUIREMENTS

2.1. CONTRACT DURATION

- 2.1.1. The cutting period is anticipated to be April 1 to September 30, 9 mowing's, with mowing #10 and #11 being optional). Determination of the bid will be based on the Contractors bid quote for the 8 month period, lowest bid, staff and equipment.

2.2. INSPECTION & ACCEPTANCE

- 2.2.1. All sections will be inspected by the City Supervisor to ensure that work is performed in accordance with the contract specifications. If a section fails to receive the approval of the City Supervisor, the Contractor shall immediately dispatch mowers to the areas identified by the City Supervisor for remedial and corrective cutting in order to receive approval needed to proceed on the next section. The City Supervisor may also stop a cutting crew at work to give directions for areas being missed.

2.3. PAYMENT

- 2.3.1. Payments shall be made to the Contractor at the end of the mowing cycle only after the Contractor receives approval of the work done from the City Supervisor
- 2.3.2. Payment shall be made within 30 days as invoices are received and verified by the Public Works Department. Verification shall include matching the invoice with an existing work order, checking rates with prices bid, and visual inspection of work to determine the level of performance. Work determined to be below the standards set by the Division shall be rejected and the invoice deleted from payment. Upon notification the contractor has forty-eight (48) hours to correct the problem.
- 2.3.3. Invoices shall be billed as one invoice per mowing cycle. A properly prepared invoice shall consist of
 - Contractors name
 - invoice number
 - address
 - invoice date
 - mowing cycle start date
 - mowing cycle end date
 - mowing cycle locations completed
 - unit costs per location
 - total costs

Incomplete or inaccurate invoices may result in delayed payments.

- 2.3.4. The Contractor shall submit invoices to via mail to: Public Works Street Maintenance, 900 E. 11th Street, Chattanooga, TN 37403

2.4. TIME TO COMPLETE WORK

- 2.4.1. The Contractor shall provide a sufficient number of operators and equipment on a daily basis to ensure the timely completion of the cycle. The complete mowing cycle must be accomplished within the (20) day cycle, allowing for rainy days. The City Supervisor will give the go ahead to mow after rain. Penalties will be assessed for every day (after 20 days) the work remains incomplete.

2.5. PROTECTION OF TREES, SIGN POSTS, FENCES, ETC

- 2.5.1. All trees, tree wells, sign posts, fences, flower beds, etc. shall be protected from damage resultant to performance of this contract. Any damages as a result of these shall be corrected with forty eight (48) hours and should be considered incidental to this contract.

2.6. REPORTING COMPLETED WORK

- 2.6.1. A daily record of cutting locations using Attachment B must be emailed to the City Supervisor weekly. Email address will be provided to the vendor receiving the award.

2.7.SCHEDULE & LIQUIDATING DAMAGES

- 2.7.1. The Contractor must begin mowing within three (3) working days of receiving a Notice to proceed from the City Supervisor. There must be no conflict with other jobs. This contract does not grant an exclusive right to the contractor. If during the term of the contract, and in the opinion of the City, the Contractor fails to properly perform the service required, and if not corrected with forty eight (48) hours after receiving notice from the City, the City reserves the right to supplement cutting with City crews or another contractor to insure a timely completion of the work and assess a penalty fee of \$500 per day. The City may also call upon the bonding agent of the contractor for monetary adjustments thereto. Costs incurred to the City for any supplemented work will be deducted from the payment made to the contractor.
- 2.7.2. When an employee of the Contractor causes damage to any sidewalk, curb, gutter, guardrail, delineator, sign post, utility pole, tree, shrub, etc., the City Supervisor should be notified as soon as possible. Photos of damage are to be taken and submitted to the City Supervisor. Said damage should be reported by Contractor to owning entity. The contractor shall be responsible for handling and satisfying all claims made for damages to private citizens in an expeditious manner.
- 2.7.3. Once this contract has been awarded, the City Supervisor may reserve or identify 'no mow' areas, which include may include several medians, banks, triangles with tress, flower beds, or foliage, etc. additional 'no mow' areas may be designated in the future. The Contractor is responsible for mowing or other damage to these designated areas done by crews. Damages will be assessed at \$0.50 per square foot.
- 2.7.4. The City Of Chattanooga is not responsible for any injuries to persons including Contractor's employees; damage to private vehicles; the contractor's machinery and equipment; damage to properties the contractor mows, such as ornamental shrubbery, flowers, damaged sidewalks, etc. The Contractor shall also be responsible for handling & satisfying all claims made for damages by private citizens in an expeditious manner.
- 2.7.5. Accident Prevention: Precaution shall be exercised at all times for the protection of person(s) (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America to the extent that such provisions are in contravention of State or local laws and ordinances.
- 2.7.6. Contractor shall indemnify, defend, save and hold harmless claims, actions or damages of any nature the City, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of or due to breach of this contract by contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of contractor, its subcontractors, agents or employees which occur pursuant to the performance of this contract and this indemnification shall survive the termination or conclusion of this contract. Neither the contractor nor its employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its officers, agents, or employees. The City has no obligation to provide legal counsel or defense to the contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this agreement against the contractor or its subcontractors as a result of or relating to the contractor's obligations under this agreement. The City has no obligation for the payment of any judgments or the settlement of any claims against the contractor or its subcontractors as a result of or relating to the contractor's obligations under this agreement. The contractor shall immediately notify the City, Claims Department, Contracts Administration, of any claim or suit made or filed against the contractor or its subcontractors regarding any matter resulting from or relating to the contractor's obligations under the agreement, and will cooperate, assist, and consult with the City in the defense or investigation of any claim, suit, or action made or filed against the City as a result of or relating to the contractor's performance under this agreement.

- 2.7.7. FAILURE TO MEET THE CONTRACT REQUIREMENTS ON MORE THAN ONE OCCASION WITHIN THE PRESCRIBED MAINTENANCE SCHEDULE MAY RESULT IN TERMINATION OF THE CONTRACT AND DEMAND UPON THE CONTRACTORS BONDING COMPANY FOR COMPLETION OF CONTRACT.

2.8. EQUIPMENT REQUIREMENTS

- 2.8.1. The Contractor shall have at their disposal a minimum of the following equipment for immediate use:
- tractors with 6 ft. finish mowers
 - zero turn mowers
 - hand mowers
 - batwing mowers
 - trim-type mowing equipment
 - blowers
 - hand blades
 - commercial line trimmers
- 2.8.2. Equipment readily available for immediate use must be listed in FORM B. The list will be used to determine whether or not the bidder can adequately perform the work.
- 2.8.3. The City reserves the right to view/inspect the equipment before awarding this contract.
- 2.8.4. The City reserves the right to inspect all equipment to be utilized in performance of this contract, at any interval the City deems necessary to insure compliance with Federal (OSHA), State and City safety standards. If equipment inspected is determined to not meet minimum safety standards (by the City) it shall not be used pursuant to this contract. This constraint from use shall be in effect until said equipment is brought into compliance and approved by the City of Chattanooga.

2.9. MOWING EXPERIENCE

- 2.9.1. Mowing experience is required. Please provide at least five (5) references you have worked with in mowing, with at least two (2) being former clients. Include company name, point of contact, address, phone number, size of maintenance area, and numbers of years as a client. Complete FORM A.
- 3 Miscellaneous Line:**
Provide additional mowing price per section.

BID SECTION FORM & LOCATION DETAILS

It is essential that the bidder complete the following forms accurately. The City can neither assist beforehand, nor account afterward for the bidders. An oversight could result in the loss of a bid, so it is recommended that if in doubt the bidder should call and request an explanation of any instructions which pose a problem.

The contract is awarded based on the lowest and/or best bid. The bidder's previous experience related experience, available equipment, and personnel are factored in the award. The City Of Chattanooga reserves the right to reject any and/or all bids.

1. Bidders may bid any individual section(s) or all sections. All location within a section must be bid. The City reserves the right to award the contract by alternate award of sections, or awarding to one bidder if it is deemed in the best interest of the City.
2. All group bid sheets and the total bid sheet must be completed and submitted even if you do not bid on a particular group. Indicate on the bid sheet no bid. See Section A through Section G bid sheets. Failure to do so may result in disqualification.
3. The bidder must quote a price for Six (6) months. Determination of the lowest bid and contract award may be made for one (1) year with the option of two (2) additional renewal years.

For further information about this bid, please call Dedra Partridge @ 423-643-7237.

CLIENT REFERENCE LIST FORM

A Company Name _____
 Point of Contact _____
 Address _____
 Phone Number _____
 Size of Maintenance Area _____
 Number of Years as Client _____
 Past or Present Client _____

B Company Name _____
 Point of Contact _____
 Address _____
 Phone Number _____
 Size of Maintenance Area _____
 Number of Years as Client _____
 Past or Present Client _____

C Company Name _____
 Point of Contact _____
 Address _____
 Phone Number _____
 Size of Maintenance Area _____
 Number of Years as Client _____
 Past or Present Client _____

D Company Name _____
 Point of Contact _____
 Address _____
 Phone Number _____
 Size of Maintenance Area _____
 Number of Years as Client _____
 Past or Present Client _____

E Company Name _____
 Point of Contact _____
 Address _____
 Phone Number _____
 Size of Maintenance Area _____
 Number of Years as Client _____
 Past or Present Client _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

DAILY SPRAY RECORD (ATTACHEMENT A)

DATE	AREA SPRAYED	TYPE STRUCTUR E SPRAYED	TYPE CHEMICAL USED	AMOUNT CHEMICAL USED	WEATHER	COMMENTS

DAILY MOWING RECORD (ATTACHMENT B)

DATE	LOCATION	FROM	TO	WEATHER	COMMENTS



City of Chattanooga

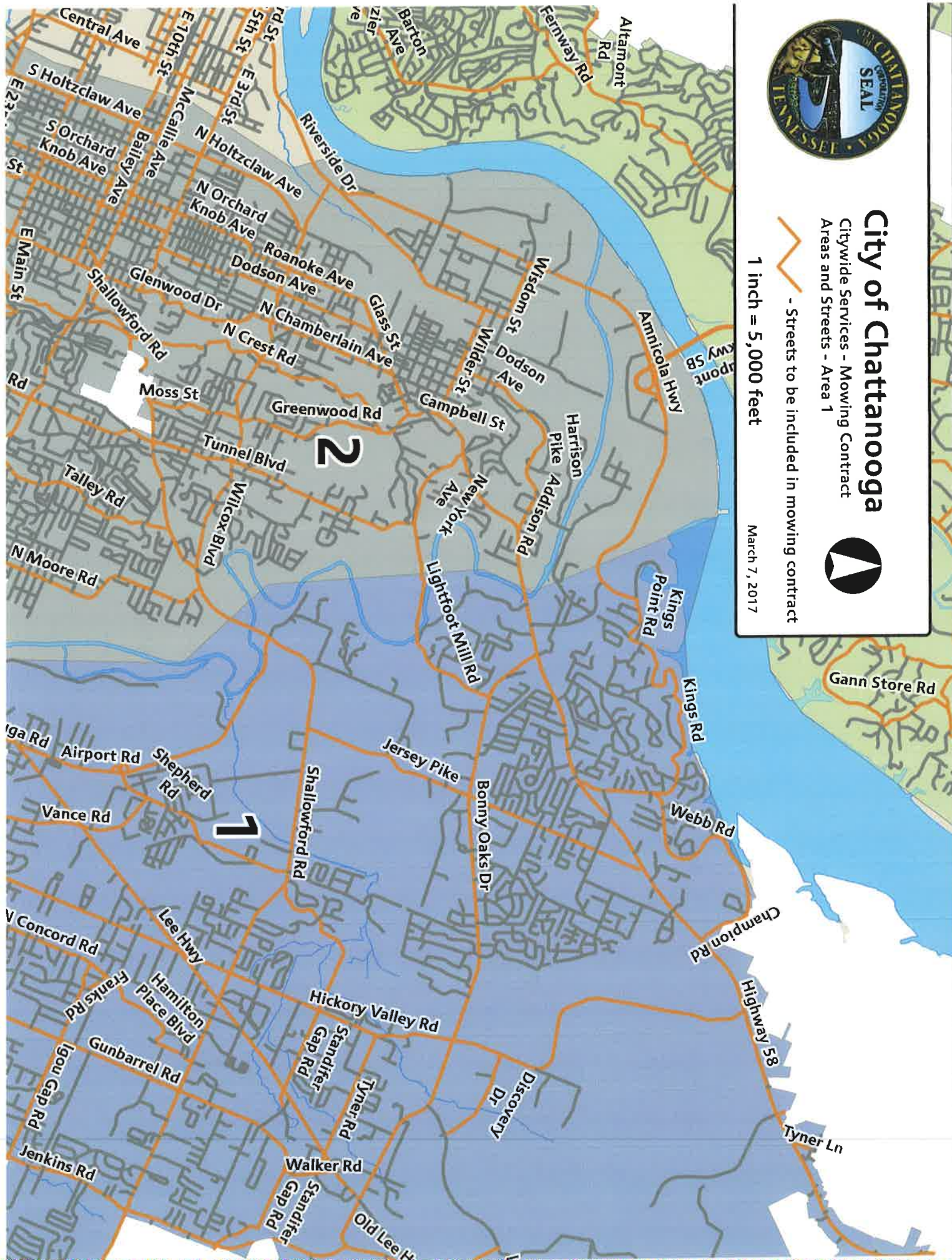
Citywide Services - Mowing Contract
Areas and Streets - Area 1



- Streets to be included in mowing contract

1 inch = 5,000 feet

March 7, 2017





City of Chattanooga

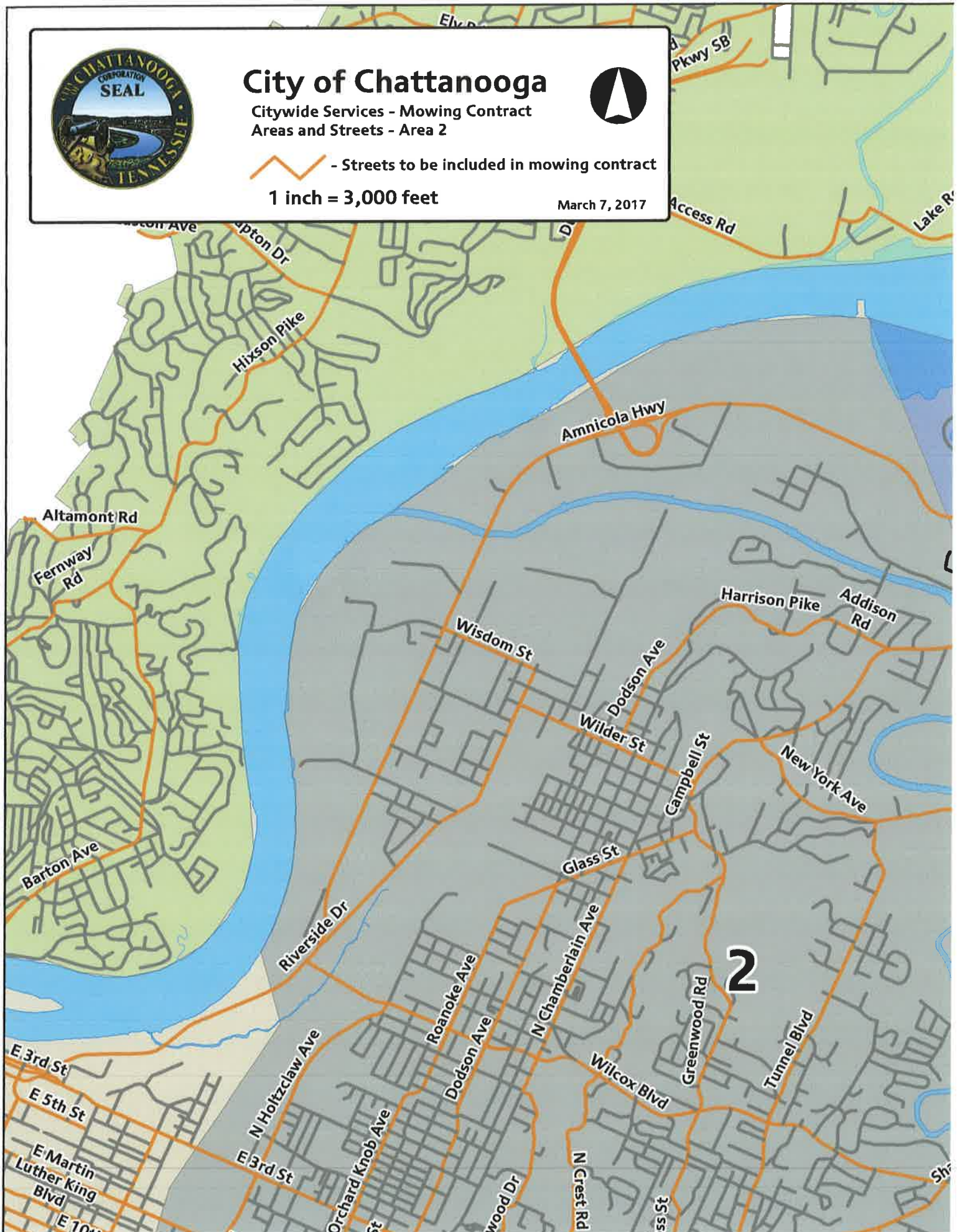
Citywide Services - Mowing Contract
Areas and Streets - Area 2



— Streets to be included in mowing contract

1 inch = 3,000 feet

March 7, 2017





City of Chattanooga

Citywide Services - Mowing Contract
Areas and Streets - Area 3



Streets to be included in mowing contract
1 inch = 4,000 feet

March 7, 2017



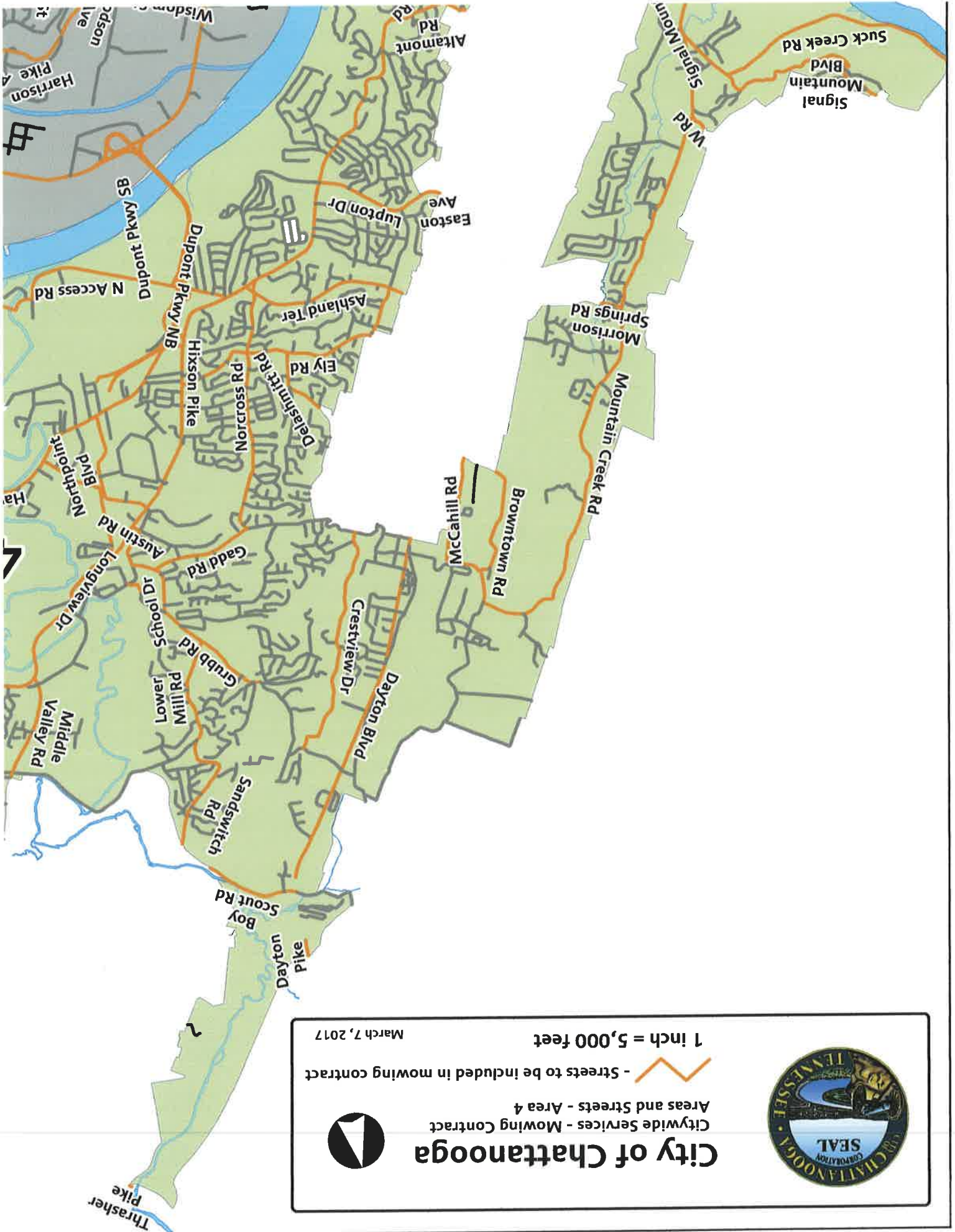


City of Chattanooga

Citywide Services - Mowing Contract
Areas and Streets - Area 4



— Streets to be included in mowing contract
1 inch = 5,000 feet
March 7, 2017



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.

(Signature of Contractor)

(Title and Name of Construction Company)

(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