

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on December 18, 2018*

**Requisition / Bid No.: R179096 / 305296
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Grounds Maintenance for Riverwalk Extension

*****REQUEST FOR BIDS MUST BE RECEIVED***
2:00 P.M., EST on December 18, 2018**

*****NON-MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED***
10:00 A.M. EST on December 11, 2018 at
Paul Clark Building
900 East 11th Street
Chattanooga, TN 37403**

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informality in the proposals received, and to accept any proposal
which in its opinion may be for the best interest of the City.**

**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.**

The City's Standard Terms and Conditions may be found on website:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

BID SOLICITATION



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

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.

BID OPENING DATE AND TIME:

18-DEC-18 at 2:00 PM

BID NUMBER: 305296

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
Requisition / Bid No.: 179096 / 305296 Ordering Dept.: Parks Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for Riverwalk Extension					
ATTACHMENTS: 1. Specifications (23 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see pages 1 & 2 of specifications) 4. Iran Divestment Act Disclosure (1 page) 5. No Contract / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for Riverwalk Extension for the Parks Division.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms 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.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON DECEMBER 18, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305296) ON OUTSIDE PACKAGING					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
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.					
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					

BID SOLICITATION



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 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 18-DEC-18 at 2:00 PM

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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.

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.

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.

**** 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 ****

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

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

BID SOLICITATION



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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Riverwalk Extension Grounds Maintenance Monthly Cost	12	Month	_____	_____
2	Riverwalk Extension Grounds Maintenance Biannual Planting	2	Job	_____	_____

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TERMS OF PAYMENT: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

SPECIFICATIONS FOR GROUNDS MAINTENANCE OF RIVERWALK EXTENSION

City of Chattanooga, PWD, Parks Division

11/20/18

1.0 GENERAL

1.1 SCOPE OF WORK

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform the grounds maintenance service described herein. These services include, but are not limited to litter pickup, mowing, trimming, edging, etc. of the grounds at and adjacent to areas being bid.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Director of Parks at (423) 643-6122 for assistance.

1.2 PRE-BID CONFERENCE

A pre-bid conference will be held on a date to be determined, in the Training Room of the Paul Clark Building, 900 E 11th Street, Chattanooga, TN 37402. Attendance of the pre-bid conference is preferred.

1.3 REQUIREMENTS FOR INSURANCE COVERAGE

The CONTRACTOR shall be insured and bonded to the following limits:

COVERAGES	LIMITS OF LIABILITY
Workman's Comp Employer's Liability	Statutory \$750,000
Bodily Injury Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each occurrence \$1,500,000 aggregate

Automobile Property Damage	\$750,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever.

The insurance shall remain in force at all times during the term of this contract.

1.4 LENGTH OF CONTRACT

The length of contract shall be for a period of 12 months, with an option to renew for 2 additional 12 month periods by mutual agreement between the Vendor and the City.

The contract shall begin upon receipt of the purchase order from the City, provided the conditions in Section 3.1 are met.

1.5 BASIS FOR BIDDING

The Contract Bid shall be priced per year and will be awarded based on the following criteria:

- 50% - Bid price per year to perform the work described herein.
- 25% - Experience and past performance
- 25% - Ability/Organizational capacity to perform the work described herein.

Invoices will be submitted at the end of each month for work completed. Invoice amount shall be 1/12 of the annual contract amount.

1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

The City of Chattanooga reserves the right to reject any or all bids, to waive any information in Bids received, and to accept any Bid which, in its opinion, may be in the best interest of the City.

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that have been made a part of this solicitation, and are posted on the website <http://chattanooga.gov/purchasing/standard-terms-and-conditions>

Each Bidder shall submit two (2) copies of bids, including:

Completed bid proposal form. The Bid shall include the cost of annual Grounds Maintenance, including all services outlined within these specifications. The costs per year shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

A list of the five (5) full-time, qualified, local landscape personnel who are currently employed by the Contractor and who plan to be employed during the contract term. The list should identify the two (2) employees who have a minimum of five (5) years of documented experience each in providing local commercial landscape services. Employee resumes and training records are acceptable documentation of experience and training. The point of contact for this contract shall be identified.

Bidder shall submit copies of related employee licenses and certifications, and proof of professional memberships.

Bidder shall submit two (2) current references of commercial clients within twenty-five (25) miles of Chattanooga.

Bidder shall submit a list of vehicles and equipment available to be used for this contract. Vehicles and equipment shall be available for inspection by the City to ensure the selected Contractor has sufficient equipment to complete the requirements of the contract.

1.7 Warranty

The CONTRACTOR is expected to perform all work in a competent and professional manner. Any damage to the assigned property, either direct or indirect, resulting from the CONTRACTOR or his employees must be repaired fully and completely at the cost to the CONTRACTOR, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.

1.8 Sole Vendor

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

1.9 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Department of Public Works, and Parks Division work rules and regulations when on site.

Proof of current licenses shall be submitted with the Bid

1.10 Failure to Provide Services and Termination of Contract

The Contractor shall be notified by e-mail of all problems or deficiencies with contracted work.

The Contractor shall be notified in writing of problems or deficiencies of significant importance or of a continual nature. A time period of compliance shall be established after discussion and mutual agreement. The importance of these problems or deficiencies shall be interpreted solely by the City. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the contract, withholding of payment, and/or default of performance bond to correct deficiencies.

Any work or specific items which are not completed within ten (10) working days of receipt of written notification will be grounds for contract termination.

In the event the Contractor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Contractor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Contractor.

The Contractor shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the City. If the Contractor does not give the appropriate written notice, or the City is unable to find a comparably priced replacement within the thirty-day period due to the timing of the notice, the Contractor will be held accountable for the price difference between their Contract rate and the actual cost to the City to have the work completed by a replacement Contractor.

2.0 SERVICES

2.1 GENERAL

Grounds maintenance in this contract shall be provided in an ongoing manner to ensure all grounds are in excellent condition. Mowing will typically be completed every 5 to 7 days during growing season. Plant maintenance is completed seasonally, based on plant-specific standards.

All areas within the locations for bid shall receive the grounds maintenance as described herein.

2.2 GROUNDS MAINTENANCE

Grounds Maintenance activities shall include the following:

1. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip rapped banks, fences, curb and gutters, and concrete islands on and adjacent to contracted sites.
2. Cleaning all grass clippings, grass or vegetation from curbs, gutters, sidewalks, landings, and other hardscape surfaces.
3. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within any and all riprap bank areas of the site.
4. Trimming of any vegetation (vines, grasses, weeds, etc.) hanging on or over the fences maintaining a minimum of three (3) feet over fences. This shall include the disposal of all clippings, trimmings, organic material and debris.
5. Collection, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc. from the site. This includes grounds, picnic, shelters, pavilions, curbs, and parking areas.
6. Sweeping or blowing asphalt and concrete surfaces to keep them free of dirt, gravel, debris, grass clippings, etc.
7. Maintaining tree wells, tree rings, planting beds and other mulched areas in neat and orderly appearance, free of grass, weeds, leaves, litter and other debris.

8. All grounds maintenance activities included in this contract shall be performed on adjacent rights-of-way to each property. This includes sidewalks, tree wells, grassed areas and planting beds on adjacent rights-of-way.

2.3 DESCRIPTION OF SERVICES

2.3.1 General Mowing

When mowing the grassed areas, *no more than 1/3 of the leaf blades will be removed per mowing*. Towards this requirement, mowing will typically be completed every 5 to 7 days during the growing season. Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the Park site. Mowing height will be according to grass type and variety per the following chart:

- Cool-season grasses (Tall Fescue, Kentucky Bluegrass, Ryegrasses) Mowing height: 3 to 4 inches
- Warm-season grasses (Bermuda Grass) Mowing height: 1 to 1 ½ inches

During periods of excessive rain and tall grass growth, the mower cut height may be raised. Mowing shall be completed in a manner so all areas of the site are cut evenly to the specified height. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades. Mowing shall be completed in a manner so all grass blades are cut cleanly without bending or tearing of grass blades. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings where possible and present a neat appearance.

Grass clippings may be mulched. Clippings shall be discharged from the mowing machines so as to minimize "clumping" and discharge onto paved, graveled or ditch areas. Visible clumping of clippings must be removed by contractor. Efforts shall be made to minimize "scalping" of grassy areas.

Contractor shall notify Parks representative immediately of signs of pests (e.g. disease, insects, weeds, etc.)

Care shall be taken to avoid damage to trees, shrubs, and other such vegetation where applicable. Any such vegetation damaged by the Contractor shall be replaced with a plant of comparable size and species at the Contractor's expense. All vegetation planted by Contractor shall be guaranteed for one year from installation date.

All sites shall be mowed in their entirety, including all vegetation on the City's rights-of-way. City staff can identify limits if requested.

2.3.2 Trimming and Edging

All trimming and edging shall be completed in a manner to maintain vegetation in a neat and orderly appearance adjacent to all other areas where vegetation is not intended. Trimming and edging shall be completed to remove all vegetation encroaching onto hard surfaces such as parking lots, curbs, gutters, sidewalks, streets, paths, driveways, etc. Trimming and edging shall be completed to remove vegetation encroaching onto soft surfaces such as tree and planting beds, clay infields.

Trimming and edging may be accomplished by use of string trimmers, edgers, and/or herbicides.

Concrete surfaces including sidewalks, pads, paths, curbs, etc. must be edged with an edger to create physical separate between the vertical edge of the surface and the surrounding grass.

Mulched tree and landscape beds must be edged with an edger to create physical separation between the mulched area and the surrounding grass.

When using string trimmers & edgers, care shall be taken to avoid damage to trees, shrubs, or other vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense. In addition, care shall be taken to avoid damage to irrigation systems, light poles, conduit, garbage or recycling receptacles, and any other City property. Any such damage caused by the Contractor or his representative shall be repaired or replaced at the Contractor's expense.

Any herbicides used shall be EPA approved, meet Tennessee Department of Agriculture regulations and be applied in accordance with manufacturer's suggested guidelines. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to avoid damage to trees, shrubs, or other vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

If herbicides are used for trimming and edging purposes, a 2 to 3 inch area around fences, poles, curbs, and buildings, mulched areas, etc. will be allowed unless otherwise mutually agreed upon by the parties to this contract.

When using herbicides for trimming, edging or other purposes, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.

2.3.3 Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of performing the work. These clippings shall be removed with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work. Leaves, grass clippings and other yard waste must never be blown, swept or

dumped into storm drain, street, driveway, drainage ditch, waterway, parking lot, or any other conveyance that provides collection and movement of storm water.

Dirt, sand, gravel, clippings, etc. shall be removed from asphalt and concrete surfaces including curbs and gutters. This material shall be removed with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Any grass or other vegetation growing onto or in tennis courts, sidewalks, trails, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the full length of the site.

2.3.4 Turf Fertilization

- Contractor will fertilize turf areas as per the maintenance specifications attached.
- Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow or controlled release form. The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (Examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14). The exact composition of fertilizer shall be determined on the basis of good industry practice combined with soil testing. While nitrogen fertilization is based on the desired growth rate and type of turfgrass, the phosphorus fertilization rate should be based on the analysis of a lawn soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (manganese, iron, zinc, copper, etc.). Iron shall be in the sulfate, succinate, or chelated form.
- Fertilizer will be swept off of walks and drives, onto lawns or beds.
- Fertilizer will be swept off of all playgrounds and hard surfaces, onto lawns or beds.
- Contractor will apply fertilizers at the appropriate season and when rain is anticipated within 24 hours. If irrigation is available, the Contractor shall coordinate with Parks staff.
- Contractor and City will evaluate turf semi-annually. Contractor will provide a proposal each year for fertilization, including chemicals and composition. City will evaluate and approve before Contractor may begin.

2.3.5 Aerification

- All lawn areas should be aerified 2-3 times per growing season. See attached maintenance calendars for timing recommendation.

2.3.6 Landscape Plant Maintenance: Trees, Shrubs, Ornamental Grasses, Ground Covers

- Pruning
 - Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of structures and visitors.
 - Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness, and blooms. No powered hedge trimmers are to be used in the Park.
 - All trees should be trimmed so a mower can get under and around them, with the exception of any and all conifers.
 - No pruning will be done during or immediately following growth flushes. Branches will be pruned just outside the branch collar. Pruning paint will not be applied.
 - Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
 - Vegetation shall be kept trimmed in a manner not to impede on pedestrian use of Riverwalk.
 - Ornamental grasses should be trimmed back in February or before Spring green-up.
 - The Contractor shall remove all litter from the Park site.
 - The Parks Maintenance Division prefers that any tree pruning be conducted under supervision of an ISA Certified Arborist, to be provided by Contractor.
 - Contractor shall notify Parks representative immediately of signs of pests (disease, insects, etc.)

- Mulching
 - The Contractor shall be responsible for maintaining tree wells, tree rings, planting bed and other mulched areas in neat and orderly appearance, free of grass, weeds, leaves, litter, and other debris.
 - The Contractor shall ensure there are no bare-dirt areas within the bed. Mulch shall be replaced where it washes or erodes. All mulched areas will be replenished once a year during the winter months (Jan. – Feb.).
 - Mulch should maintained at a depth of not less than 2-inches and not more than 3-inches.
 - Mulch will not be placed against the base of plants, notably the trunks of trees.
 - Mulch will not be allowed to cover valve boxes, meters, irrigation heads, landscape lighting, or any stone, structure, or marker.
 - All curb, roadway, and bed edges will be trenched to help contain the applied mulch. The Contractor is required to define all edges and taper or roll away the mulch from the edges.
 - All mulch shall be contained within the tree well, tree ring, planting bed, or mulched area. Mulch outside of these areas must be removed.

- The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas.
- Fertilization
 - Ornamental shrubs, trees, and groundcover planted less than 3 years shall be fertilized 4 to 6 weeks after planting, and then 2-3 times per year for the following 3 years. Two of the annual applications are normally scheduled around March and September. A third application may be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet, per application.
 - Fertilizer should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.
 - Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer must be punched shallowly into the soil on berms and slopes where runoff is likely.
 - Individual, established trees and shrubs will receive annual fertilization, as appropriate. In general, evergreen trees should be given a high nitrogen fertilizer, such as ammonium sulfate, 21-0-0; deciduous shrubs, especially flowering ones, require phosphorus; and broad-leaved evergreens should be given a balanced fertilizer, such as 10-10-10.
 - Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient, according to the local cooperative extension recommendations.
- Pest Control
 - The Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines, and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90 degrees Fahrenheit, and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils, and biological controls, such as *Bacillus thuringiensis* (Bt) formulations.
 - Weeds in beds or mulched areas will be usually removed mechanically or by hand. Upon Parks Division approval only, herbicides may be employed for heavy weed infestations. Should herbicides be approved, all necessary precautions (including, but not limited to, application when there is no wind to cause drift, tenting, or otherwise covering) must be taken to prevent herbicides from being applied to or landing on Park structures and amenities.

2.3.7 Natural “Meadow Mix” Areas

A program of weed control practices (cultural, mechanical, and chemical) is essential to ensure a satisfactory display of wildflowers and native grasses. Weeds should be eliminated as soon as they can be recognized, either by pulling, spot-spraying with a general herbicide, or selective cutting with a string trimmer.

- Annual Mowing for Established Areas: The timing and frequency of mowing should be planned to allow sufficient light to reach native plant seedlings and preventing weed seed production. Areas that have been planted in a “meadow mix” shall be mowed once a year in winter at a height of 6”-8” .with a flail mower (to prevent smothering plants) to decrease competition and to provide sufficient sunlight for seedlings.

Fertilization of these areas is not necessary.

2.3.8 Fall Leaf Removal

Allowing leaves to accumulate and smother turf over the winter can lead to dead patches in the spring. Contractor shall remove leaves from turf areas and beds to prevent this and keep lawn and landscape looking clean. If necessary, leaves will be cleared multiple times in the fall season.

For sites that have densely planted trees and/or large, mature trees, leaf removal is a must for maintaining a clean, orderly appearance.

- Once the leaves begin lightly dropping in the fall, mowing crews take extra time to cut the leaves into small, fine pieces during routine mowing visits.
- When leaves start falling in heavy concentrations, they are gathered together by means of rakes and commercial blowers and either carried off into an on-site wooded area (to be used as natural mulch), or collected by means of a vacuum and removed.
- A final, touch-up leaf removal visit may be performed in the late fall to leave the appearance of your property clean and orderly over the winter months.

2.3.9 Irrigation Systems

The Contractor is responsible for spring startup and winterization of the irrigation system. The Contractor shall inspect and test rain shut-off devices and other components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Zone times shall be coordinated and consulted with Parks representative before setting. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor, with the client paying for parts. Once a year, the Contractor will recalibrate each zone to allow for the application of ½ inch to ¾ inch of water per irrigation. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc. The contractor is responsible for irrigation scheduling, timers will be shut off during the summer rainy season and the system will be turned on

manually, as needed. Contractor shall re-calibrate the sprinkler system as needed. The Contractor will notify Parks immediately of any problem beyond the above scope immediately. Repairs or system service beyond the above scope will be provided by the City Irrigation Repairs Contractor, at the City's expense.

2.3.10 Other

All turf areas and planting beds (including shrubbery and planting areas) will be cleared of leaves, weeds, trash, and any other debris on a continual basis in Winter season.

Prior to performing any of the work, the Contractor shall have taken care to inspect the areas to be mowed, trimmed, and/or edged and identify any hazards that might damage equipment. Any hazards shall be the responsibility of the Contractor to work around. All hazards shall be reported to City when Contractor calls or completes Site Completion Form to verify the completed service location.

All mechanized equipment (power mowers, trimmers, edgers, etc.) must be turned off if you encounter the public (within 20 feet). Care shall be taken to avoid blowing or directing dirt, sand, gravel, clippings, etc. at any person. Any property, including structures and vehicles damaged by flung debris shall be the responsibility of the contractor to repair.

The contractor shall post temporary signage notifying of the presence of any chemicals and shall take proper precautions before applying these chemicals.

Biannually, the Contractor shall supply lists of dead or damaged flora to the Parks Division. Fall planting lists shall be submitted by September 1, and Spring planting lists shall be submitted by March 1. With these lists, the Contractor shall submit a proposal for replacement of these plants, as well as a schedule for replacement. The City will not approve any proposal that exceeds \$5,000 per season.

All optional services will be by supplemental written agreement of the City and that agreement will specify the extent and cost of the proposed work. All such work, however, will satisfy these general requirements.

2.4 SERVICES NOT INCLUDED

Anything that is not covered by this bid is considered additional work and may be performed only after a written quote is submitted to and written permission to proceed is received from the City. The Contractor will schedule work crews to be on-site on a weekly basis.

3.0 EXECUTION

3.1 PERFORMANCE OF WORK

3.1.1 Frequency of Maintenance

City staff will determine and provide to Contractor the days of the week most suitable for servicing the Riverwalk. Mowing will take place on a five to seven day schedule in the growing season and should be completed within one calendar day of the specified day of the week.

Once the scheduled work has been initiated, the Contractor shall not stop activities and work on other projects until work is completed. Work shall be continuous during normal working hours.

If scheduled maintenance cannot be performed as a result of weather, the Contractor shall advise the City's contract manager and document all missed activity in Google Form. A later visit must be scheduled to finish maintenance services. Any extra visits that are required for the Contractor to finish the scheduled work shall be provided at no additional cost for the City.

3.1.2 Compliance with Applicable Laws and Regulations

The contractor will be responsible for complying with all codes, laws, regulations, ordinances, and rules of bodies having jurisdiction as well as any restrictive covenants of Hamilton County or the City of Chattanooga.

3.1.3 Appropriate Care of Plants, Facilities and Site in General

The Contractor shall guarantee that all plantings and turf subject to this bid will receive correct horticultural care. If a plant dies due to Contractor's negligence, it will be replaced free of charge with a plant of comparable size and species. Furthermore, all new plantings installed by the Contractor shall be guaranteed for one year from the time of installation.

The Contractor is responsible for the cost of replacing and/or repairing and cleaning all County, City, private, public, or tenant property which has been damaged due to maintenance activities performed under this bid. This includes the washing of any cars that may have dust, debris, mud, etc. on them due to maintenance activities. In the event of damage, the Contractor is to immediately notify the City and make necessary arrangements for repair, replacement and cleaning. If the resulting damage is not repaired within a reasonable time frame, then the repairs will be made by the City and the cost will be subtracted from payments due the contractor.

Contractor assumes responsibility for repairing any underground utilities that are damaged due to the result of their operations.

Contractor is responsible for Maintenance, repair and removal of any erosion control measures, either in place or installed by the Contractor.

3.1.4 Subcontracting

No work under this bid may be assigned or subcontracted without prior written consent by the City.

3.2 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

The Contractor may store equipment on-site during the period when performing maintenance on the site. The Contractor shall be responsible for the security of all equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

Storage of any equipment or supplies on the property is not permitted without the City's prior written approval.

3.3 PAYMENT

Payment shall be in accordance with the City's standard policies and procedures.

The Contractor shall submit an invoice for completed work after an inspection of work has been performed and any all deficiencies corrected to the Parks Division administrative offices at 1503 Middle Street, Chattanooga, TN 37408.

Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.

Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

and copies sent to:

Parks Maintenance Division, Department of Public Works
1503 Middle Street
Chattanooga, TN 37408
ammccormick@chattanooga.gov

3.5 INSPECTION PROCEDURES

- 3.5.1 The Contractor shall be responsible for notifying the Parks Division representative via Google Form as soon as work is completed at designated site. This form will populate a spreadsheet for Parks staff to review and inspect contractors work for acceptance. .
- 3.5.2 All work must meet the specifications of this agreement. The Park Division representative will be the final authority on acceptance, as well as any damage to City property.
- 3.5.3 When filling out the Google Form, Contractors will verify location and they must leave a brief, detailed message about the completed service location as well as the date and time completed. The description of the service location must match the location on bid sheet by name.
- 3.5.4 Upon inspection, the inspector will verify the location has been cut the same or previous day and document as complete. If the inspector encounters a problem or has questions with the service location, he/she will take digital photographs and forward the information to the General Supervisor who will determine appropriate steps to resolve all issues.
- 3.5.5 Parks Administration will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. The Contractor is responsible for replacing, at his/her expense, all trees, shrubs, sprinkler heads/pipes, and any other damages caused by the Contractor's personnel. The Contractor will be responsible for all charges incurred.
- 3.5.6 Inspectors will not inspect locations if the Contractor has not completed the Google Form on the service date. Inspectors will document that Contractor did not complete the Google Form on the service date and in turn will not visit and verify the service location. If the inspector is unable to identify each location, the contract amount will not be paid.
- 3.5.7 Invoices should not be sent to the City for payment until all locations on the invoice have been mowed.

3.5.8 If contractors have questions regarding the contract they should contact the Director of Parks, (423) 643-6122 or jbergdoll@chattanooga.gov.

4.0 QUALIFICATIONS

4.1 QUALIFICATIONS FOR PROSPECTIVE BIDDERS

4.1.1 Minimum Qualifications

The following requirements shall be considered the minimum for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

A period of three (3) years experience in the performance of professional commercial landscape maintenance as specified.

Current operation of a field office and/or warehouse within fifty (50) miles of the site to be serviced under this contract.

A minimum of five (5) full time qualified, local landscape personnel shall be employed by the Contractor during the contract term. A minimum of two (2) employees must have a minimum of five (5) years documented experience (each) in providing local commercial landscape services. Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.

Contractor shall be a member of one or more of the following: Association of Landscape Contractors of America, Tennessee Nursery and Landscape Association, Tennessee Turfgrass Association, Professional Grounds Management Society, or other relevant professional organization.

Contractor must assign to the project at least one employee possessing a Tennessee Department of Agriculture Certified Pesticide Commercial Applicator's License for the control of weeds, plant diseases, and other pests (Horticulture – Lawn & Turf; Cat. 03- Ornamental and Turf Pest Control).

It is preferred that the Contractor assign to the project at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).

It is preferred that the Contractor assign to the project at least one employee who has experience or training in Integrated Pest Management (IPM) techniques.

The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall staff all work performed with a knowledgeable, English-speaking supervisor, and with experienced, well trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape

Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within City properties.

Services provided shall be performed by qualified and trained service personnel that are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.

Before any work is initiated under this bid, the Contractor shall be fully licensed to provide landscape maintenance business in the State of Tennessee. Proof of such licensing is required by the City before a contract award is made.

The Contractor shall ensure that all employees working under this bid shall wear matching company uniforms including shirts, clearly identifying them as the bidder's employees.

All vehicles and equipment utilized by the Contractor for this contract shall be clearly marked with the company logo or name while on the job site. The Contractor shall utilize clean, well-maintained equipment of the latest and most efficient design. All equipment may be inspected by the City prior to use.

All Bidders desiring to provide services specified shall visit the job site to become familiar with the facilities and equipment prior to submitting a bid. No bidder shall be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

- Contractor must designate a person of contact for all communication
- Mobile and Office Contact #
- Email information
- 24 hour notification if person of contact changes
- 7 day notification when the need for extended leave occurs
- Contact hours of availability

Bermudagrass Maintenance Calendar

This calendar of suggested management practices is designed to be a general guide in the care of your bermudagrass lawn. Many factors such as location, soil type, and microenvironment will affect the performance of your lawn. For these reasons, the following management practices and dates may need to be adjusted to suit your particular home lawn conditions.

March Through May

Mowing: Bermudagrass performs best when mowed between $\frac{3}{4}$ and $1\frac{1}{2}$ inches. Begin mowing as soon as the lawn turns green in spring. Always leave the clippings on the lawn in a practice called 'grass-cycling'. Grass clippings decompose quickly and do not contribute to thatch. If prolonged rain or other factors prevent frequent mowing and clippings begin to clump, they can be collected and used as mulch. **Fertilizing:** The first application of fertilizer to bermudagrass should be made in spring when the grass is 50% green OR when soil temperatures are above 65 degrees. Apply 1 pound of nitrogen (N) per 1,000 square feet several weeks after complete green-up. Submit a soil sample to determine nutrient and lime requirements. In the absence of a soil test, use a slow-release, complete nitrogen-phosphorus-potassium (N-P-K) turf fertilizer with a 4-1-2 ratio such as 16-4-8. Apply other nutrients if suggested.

Irrigation: As a general rule, irrigate when 30 to 50 percent of the lawn shows sign of wilt. Probe with a screwdriver to ensure the top 4 to 6 inches of soil are moist following irrigation. Do not irrigate again until the lawn shows sign of wilt. In general, bermudagrass needs a total weekly application of about 1 to $1\frac{1}{4}$ inches of water. Sandy soils often require more frequent watering, for example, $\frac{3}{4}$ -inch of water every third or fourth day.

Weed Control: Apply preemergence herbicides to control summer annual weeds when forsythia or redbuds are in full bloom. Apply postemergence herbicides in May as needed to control summer annual and perennial broadleaf weeds. Be sure that the product is labeled for use on bermudagrass. Postemergence herbicides are applied when weeds are present, and at least three weeks after the lawn has greened up.

Thatch Removal: Vertically mow in May to remove the thatch after the lawn becomes green, but only if the thatch is more than $\frac{1}{2}$ -inch thick. After dethatching, irrigate with $\frac{3}{4}$ to 1 inch of water. Fertilize with 1 pound of N per 1,000 square feet if the lawn has not already been fertilized.

Renovation: Replant large bare areas using sod or sprigs (3 to 5 bushels per 1,000 square feet). Common bermudagrass can be seeded using hulled bermudagrass at 1 to 2 pounds per 1,000 square feet. Do not seed hybrid bermudagrass lawns with common bermudagrass. Use sod or sprigs of the existing hybrid instead.

June Through August

Mowing: Bermudagrass performs best when mowed between $\frac{3}{4}$ and $1\frac{1}{2}$ inches.

Fertilizing: Apply $\frac{1}{2}$ to 1 pound of N per 1,000 square feet every 4 to 8 weeks.

Irrigation: As a general rule, irrigate when 30 to 50% of the lawn shows sign of wilt. In general, bermudagrass needs a total weekly application of about 1 to $1\frac{1}{4}$ inches of water.

Insect Control: August is the best time to control white grubs because they are small and close to the soil surface. Mole crickets will begin to hatch in June. Use a soap flush technique to determine if mole crickets are present. Insect Control shall be on an as needed basis, curative applications only

Weed Control: Apply postemergence herbicides as needed to control summer annual and perennial weeds.

Thatch Removal: Vertically mow to remove the thatch if it is more than $\frac{1}{2}$ inch thick. It normally is best to vertically mow in spring whenever possible.

Aerification: Loosens compacted soil and increases the availability of water and nutrients. Enhances oxygen levels in the soil, stimulating root growth and enhancing the activity of thatch-decomposing organisms. Regular decompaction also reduces water runoff, increases the lawn's drought tolerance, and improves its overall health. Bermudagrass should be actively growing and not under stress during aerification. 2-3 aerifications shall be performed in a growing season. Aeration cores shall be incorporated back into soil following aerification.

Topdressing: Topdressing lawns has been shown to promote a quicker recovery from physical damage. Topdressing can also help to control thatch and reduce incidence of disease. Topdressing can help fill in gaps in the grass. A topdressing program can also be used to improve or alter the structure of the root zone. Top dressing a lawn is the practice of placing a thin layer ($\frac{1}{2}$ " or less) of material on an established lawn. The material can be soil, compost or sand and should follow aerification once or twice a season. Topdressing should then be incorporated into turf canopy and soil by the process of dragging in with mat drag or broom.

September Through November

Mowing: Mow the lawn between $\frac{3}{4}$ and $1\frac{1}{2}$ inches until several weeks before the first expected frost. Raise the mowing height by $\frac{1}{2}$ inch as winter approaches if the lawn will not be overseeded. Mowing height is usually raised in mid to late September.

Fertilization: In September, if a soil test reports deficient potassium (K) levels, apply 1 pound of potash (K₂O) per 1000 square feet, using muriate of potash (0-0-60), potassium sulfate (0-0-50), or Sul-Po-Mag (0-0-22).

Irrigation: Irrigate when 30 to 50% of the lawn shows sign of wilt. In general, bermudagrass needs a weekly application of about 1 to $1\frac{1}{4}$ inches of water. Dormant bermudagrass may need to be watered periodically when dry, warm, windy weather prevails.

Weed Control: Apply preemergence or postemergence herbicides as needed to control winter annual and perennial broadleaf weeds. Preemergence herbicides are most effective when applied as nighttime temperatures drop into the upper 50s. Preemergence herbicides do not control existing perennial weeds. Apply postemergence herbicides only when weeds are present. Do not apply herbicides designed to control annual bluegrass if the lawn is to be overseeded with ryegrass.

Insect Control: Continue to monitor for white grubs and control if necessary.

Overseeding: Overseeding with ryegrass for winter color should be done in mid September

December Through February

Mowing: Mow overseeded bermudagrass at 1 inch before the grass gets taller than 1½ inches. Do not collect the clippings unless they accumulate heavily on the surface. Dormant bermudagrass that has not been overseeded need not be mowed.

Overseed Fertilization: Do not fertilize bermudagrass that has not been overseeded. Apply ½ pound of N per 1,000 square feet in December and February to overseeded bermudagrass.

Irrigation: Dormant bermudagrass may have to be watered periodically to prevent desiccation, especially when warm, windy weather prevails. Watering is particularly important for lawns that have been overseeded.

Weed Control: Apply broadleaf herbicides as needed to control winter weeds such as chickweed, henbit, and hop clover. Selective herbicides can be applied in November or December to lawns that have not been overseeded to control annual bluegrass (*Poa annua*) and several winter annual broadleaf weeds. Non-Selective herbicides can be used to clean out winter weeds on dormant bermudagrass, this should be done in late February.

Tall Fescue Maintenance Calendar

This calendar of suggested maintenance practices is designed to be a general guide in the care of your fescue lawn. Location, soil type, health of lawn, and other factors affect turf performance. For these reasons, the following management practices and dates should be adjusted to suit your particular home lawn conditions.

March Through May

Mowing: Mow lawn at a height of 3 inches. Mow frequently enough so that no more than ⅓ of the grass blade is removed. Always leave clippings on the lawn in a practice called "grass-cycling". Grass clippings decompose quickly and do not contribute to thatch.

Fertilizing: Do not fertilize tall fescue after April 15.

Irrigation: Water as needed to prevent drought. About 1 inch of water per application each week is adequate. Sandy soils often require more frequent watering, or about ½ inch of water every third day.

Weed Control: Apply preemergence herbicides to control crabgrass, goosegrass, foxtail and other annual weeds. Apply when forsythia or dogwoods are in bloom.

June Through August

Mowing: Raise mower height to 3½ - 4 inches. Mow frequently enough so that no more than ⅓ of the grass blade is removed. Always leave clippings on the lawn in a practice called "grass-cycling".

Fertilizing: Do not fertilize fescue at this time. Submit a soil sample to your local extension office to determine nutrient requirements.

Irrigation: Either water as needed to prevent drought or allow the lawn to go dormant. About 1 inch of water per application each week is adequate for irrigated lawns. Sandy soils often require more frequent watering, or about ½ inch of water every third day. Dormant lawns in summer should receive about ½ inch of water every 3 weeks to prevent crown dehydration and plant death.

Disease Control: Check lawn frequently for brown patch which is the most widespread disease of fescue. It most commonly occurs in June, July, and August but may be seen as early as March and as late as September.

Weed Control: Avoid the use of herbicides at this time. Fescue stressed by drought and high temperatures is more susceptible to herbicide damage.

Insect Control: Check for grubs in August and control if necessary.

September Through November

Mowing: Mow lawn between 3 and 4 inches. Mow frequently enough so that no more than ⅓ of the grass blade is removed. Practice "grass-cycling" which is simply leaving the clippings on the lawn. Grass clippings decompose quickly and can provide up to 25 percent of the lawn's fertilizer needs. If prolonged rain or other factors prevent mowing and clippings are too plentiful to leave on the lawn, they can be collected and used as mulch.

Fertilizing: The best way to determine your lawn's nutrient needs is by a soil test. Samples can be taken to your local county extension office. Results will also indicate if lime is needed to adjust the soil pH. In the absence of a soil test, use a complete turf-grade fertilizer with a 4-1-2 ratio, such as 16-4-8. Apply 1 pound of actual nitrogen per 1000 square feet in September and, optionally again in November.

Irrigation: A dark bluish gray color, footprinting, and wilted, folded, or curled leaves indicate that the turf needs water. Tall fescue needs a weekly application of about 1 to 1¼ inches of water, which will wet the soil to a depth of 4 to 6 inches. Sandy soils often require more frequent watering, such as ¾ inch every three days.

Weed Control: Apply broadleaf herbicides to control dandelions, wild onions, cudweed, and other weeds if necessary. Check product labels carefully because some herbicides may affect newly seeded turf.

Insect control: Check for white grubs through October and control if necessary.

Aerification: Core aerify lawns subject to heavy traffic or on clay soils to minimize compaction and improve rooting. Break up plugs.

Renovation: Overseed thin, bare areas as grass begins to respond to cooler temperatures in September and early October. Use a blend of tall fescue cultivars at 6 pounds per 1000 square feet. Apply a starter fertilizer with high phosphorus at time of seeding. Keep seedbed moist with light, frequent sprinklings several times a day to ensure good germination.

Thatch Removal: It is not necessary to remove thatch with most tall fescue lawns.

December Through February

Mowing: Mow lawn at 3 inches and keep it clear of debris including leaves.

Fertilizing: Fertilize with 1 pound of actual nitrogen per 1000 square feet in February. In the absence of soil test results, use a complete turf-grade fertilizer with a 4-1-2 ratio.

Irrigation: Water, if needed, to prevent excessive drying. About 1 inch of water per application each week is adequate.

Weed Control: Apply broadleaf herbicides as necessary for control of chickweed, henbit or other weeds.

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)

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) _____

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

_____ (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (Business name), the Submitter of the
attached sealed solicitation response to Solicitation # _____, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Title: _____

Date: _____