



# INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE  
PURCHASING DEPARTMENT  
423/975-2716

**Bid Name / Number** I-26 INTERCHANGE MOWING SERVICES CONTRACT / #5672  
**Due Day / Date / Time** Thursday / January 3, 2013 / 2:00 PM  
**Bid Location / Mail Address** Johnson City Purchasing Department, Debbie Dillon-Director,  
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN  
**Bid Contact / Telephone** Mike Arsenault (423) 975-2707; [marsenault@johnsoncitytn.org](mailto:marsenault@johnsoncitytn.org) or [vharless@johnsoncitytn.org](mailto:vharless@johnsoncitytn.org)  
**Bid Issue Date** November 30, 2012  
**Product Delivery Location** J C Public Works/Street Divn ,209 Water Street, Johnson City, TN 37601  
**FOB** Destination, Johnson City, TN  
**Payment Terms** Net 30

**Bidder is responsible for completing the remaining portion of this bid document**

ITEM NO.	QTY DESCRIPTION	UNIT PRICE	TOTAL
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Term contract for Mowing I-26 Interchanges as per the attached specifications and drawings which are an integral part of this bid.

OPTIONAL PRE-BID MEETING - SEE ATTACHED

BID MUST BE ACCOMPANIED BY:

- Completed insurance forms
- References
- Equipment & Employee List
- Pricing sheets

*Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement.*       Yes             No      

**Bidder's Check List** Place a check mark  by all areas to signify compliance.

Bid signed in ink by authorized company representative  Bid prices, extensions and total verified as correct  
 Addenda initialed and returned with bid, if applicable  References, Equipment & Employee list(s)

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

**SUBMITTAL INSTRUCTIONS:**

**Paper bids: place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.**

**Firm Name** \_\_\_\_\_

**By** \_\_\_\_\_

**TYPED & SIGNED**

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**ELECTRONIC RESPONSES ARE NOT ACCEPTABLE**

**BID MUST BE SIGNED TO BE VALID**

**City of Johnson City  
Public Works Department  
Specifications for  
Litter Collection & Mowing of Interchanges on I-26**

1. Description

This work shall consist of litter collection and mowing and trimming the interchange areas of I-26 for vegetation control in accordance with the specifications and as directed by the Public Works Director. A mowing cycle shall be one complete litter collection and mowing of the areas designated within this proposal. The mowing season for this year will begin on or about April 1, 2013 and extend to approximately October 22, 2013. A map of locations covered under this contract is provided and considered an integral part of this bid document.

2. Pre-Bid Meeting

A pre-bid meeting will be held at the Street Division office at the City Service Center located at 209 Water Street on the following date:

- *Tuesday December 11, 2012 at 1:30 p.m.*

The purpose of this meeting is to familiarize potential bidders with the locations, work requirements and insurance requirements for the contract. It is recommended that bidders visit the various sites prior to the meeting so questions can be addressed then. Attendance at this meeting is not required but highly recommended for all potential bidders. It is the responsibility of the bidder to be informed of and understand the terms, conditions, and work requirements of this contract when preparing their bid.

3. General

All litter collection and mowing shall be performed to the satisfaction of the Public Works Director. Litter pickup shall be performed immediately prior to or concurrently with mowing. All trash and litter shall be picked up, removed from the site and properly disposed of by the contractor. The contractor must make every effort to avoid mowing over any trash. **Should a contractor mow over trash, he must complete a thorough clean up of the area immediately.** The height of the mowing shall be between 3 and 4 inches. The contractor shall mow all the areas that are designated as mowable acres, including a minimum of 5 feet behind all guardrails and shall exercise extreme care not to damage trees, plants and shrubs within the mowed areas. **Slopes at bridge abutments and other steep areas not mowable with equipment MUST be cut by hand each cycle.** Inmate labor is no longer available for cutting steep areas and the contractor will be responsible for mowing these embankments. The Contractor shall mow as close as practical to all fixed objects. Hand trimming is required atop earth berms and within all rip-rap areas and shall be performed concurrently with the mowing operation. In addition, **hand trimming** around all fixed objects, including but not limited to earth berms, guardrails, utility installation, delineators, sign posts, wildflower plots, bridge abutments and bridge piers, **is required and shall be performed concurrently with the mowing operation.** The contractor shall not apply chemicals, nor bale mowed vegetation under this contract.

#### 4. Time and Frequency of Litter Collection and Mowing

The number of litter collection and mowing cycles will be indicated in the Proposal, but may be increased or decreased by the Public Works Director by one mowing cycle. In addition, the City may require a partial mowing cycle at certain locations due to critical sight distances or other reasons. A mowing cycle will be considered complete when all litter collection, mowing, hand trimming and swath mowing is complete to the satisfaction of the City.

Mowing shall be performed only during the hours of daylight Monday through Saturday and from 12:00 p.m. to dark on Sunday. When mowing within 12 feet of the shoulders of the main lanes, mowers with rear or left discharge shall be operated in the opposite direction of traffic and mowers with right discharge shall be operated in the direction of traffic. Flaggers may be required and all needed safety precautions shall be taken when it is necessary for equipment to cross the main traffic lanes.

#### 5. Work Requirements

The contractor shall furnish all labor, supervision, equipment, and materials to safely and properly perform the litter collection and mowing operation. Frequency of litter collection and mowing for all locations will be as follows:

- Interchange diamonds and clover leafs identified by separate pay items shall be cleaned of trash and mowed every 10 days (approximately 17 cycles)

Reasonable allowances will be made for rainy weather but the contractor is expected to make every effort to adhere to the specified time between mowing cycles. If a cycle extends beyond the specified number of days due to weather then the following cycle should occur at 10 days from the previous mowing and not sooner so as to “catch up” a cycle.

#### 6. Equipment

Prior to beginning work, the Contractor shall certify to the City that the equipment to be used on this project is suitable for mowing at all locations designated herein to be mowed and further that all equipment used in the work will be maintained in safe operating condition at all times. Any equipment that the City determines to be unsuitable for use or hazardous to highway users shall not be used in the work. Sufficient equipment and accessory items necessary for efficient operation and completion of the cycle in the designated time shall be provided.

Rotary or flail type mowers will be required in the mowing of all rights-of-way. No disc type mowers will be allowed. Other types of grass-cutting equipment may be used, provided the equipment has been approved by the City prior to use. Slope (extension arm boom) mowers may be required on all routes for mowing the 5 feet behind guardrails. Behind guardrail mowing is included in swath mowing and acre mowing quantities.

All tractor mounted rotary mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower. Chains shall be a minimum of 5/16 inch in size and links spaced side by side around the mower’s front, sides and rear. Chains shall be spaced at no less than twelve (12) strands per foot and shall be

laced horizontally one row from the bottom with ¼” steel cable secured by cable clamps on each end. When sitting on level ground, at a level cutting height of seven (7) inches, the chains shall be long enough to drag the ground. Flaps or semi-rigid guards will not be allowed as a substitute for chains. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches.

All mowing equipment (except hand tools) shall be equipped so as to conform to prevailing Occupational Safety Health Act Standards, including flashing amber lights and slow moving equipment emblems. While equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous place more than 30 feet from edge of pavement or as directed by the City. Under no circumstances shall mowers be parked or stored on medians less than 100 feet wide.

In addition to the above, the use of batwing mowers is allowed provided that all sections are in the down position when operating. If used, when batwing mowers are being moved from one site to another under their own power with the mowers raised, the mower shall be disengaged from the PTO shaft.

#### 7. Warning Signs and Safety Vests

The Contractor shall furnish portable signs in accordance with the “Manual on Uniform Traffic Control Devices” to notify the traveling public of the operations of mowing equipment. The Contractor shall place these signs on the highway during the operation of mowers and remove them immediately after the operation ceases. Signs at the beginning point shall be 48” by 48” in size; diamond shaped with black letters on an orange background with a black border with eight inch high letters. Signs at the ending points shall be G20-2A signs, 48” by 24” in size. These signs shall be dual mounted, one on each shoulder, for both directions of travel.

The Contractor shall be required to have the company name and phone number on all tractors and work zone support vehicles in a location that is visible to the public. The lettering for the company name and phone number shall be a minimum height of three inches (3”). Contractors and their employees must wear high-visibility safety apparel meeting the ANSI 107-1999 standard performance for Class 2 risk exposure at all times while within the public road right-of-way.

#### 8. Damage to Property

The Contractor shall carry on his operation in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators or other structures. The Contractor shall not mow during wet conditions where turf damage or ruts would occur. In the event damage occurs to the right-of-way by reason of mowing operations, the Contractor shall replace or repair it at his own expense in like kind and as directed by the City. If damaged property resulting from the Contractor’s operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor.

The Contractor shall take the necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include, but is not limited to trees, shrubs,

fences, mailboxes, structures, vehicles and any other property that may be damaged by the mowing operation. Payment of invoices may be withheld until damaged property has been repaired or replaced.

The Contractor shall respond to all claims of damage from the public within 72 hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the City to preclude the Contractor from performing work on future projects.

9. Gasoline Price Adjustments

Due to the past fluctuation in gasoline prices, adjustments to the base cost per mowing cycle will be allowed as follows:

1. The baseline cost for regular unleaded gasoline at time of bid will be **\$3.30/gallon**.
2. Variation (increase or decrease) in the average price of gasoline equal to or less than **\$0.50 per gallon** will **not** be adjusted.
3. Variation (increase or decrease) in the average price of gas that is greater than \$0.50 per gallon will result in a fuel surcharge or credit in the amount of 3% of the per cycle cost for the first \$0.15 increment change in the average gas price and an additional 2% adjustment for each additional \$0.15 increment up to a maximum of 11%. Fuel surcharges greater than 11% are not permitted under this contract.

Example:	<u>Average Gas Price</u>	<u>Adjustment</u>
	\$2.80 to \$3.80	None
<b><i>Increases</i></b>	\$3.81 to \$3.96	3% of per cycle bid price
	\$3.97 to \$4.12	5% of per cycle bid price
	\$4.13 to \$4.28	7% of per cycle bid price
	Etcetera	
		or
<b><i>Decreases</i></b>	\$2.79 to \$2.64	-(3%) of per cycle bid price

Gasoline surcharges or credits must be listed separately on the monthly invoice along with the average price for gas during the month. The average gasoline price shall be the **AAA Daily Fuel Gauge Report** for the **Johnson City-Kingsport-Bristol TN area** available on the internet at <http://www.fuelgauge.com/TNmetro.asp>

10. Liability Insurance

The contractor shall further provide for public protection by carrying insurance coverage of the type and amount shown on these bid documents. The attached **Insurance Checklist** (which includes a section for the Insurance agent to fill-out) and **General Contract Form** must be completed and returned with the bid package. Successful vendor shall provide certificate of insurance, as specified, prior to contract award.

The liability insurance policy shall be maintained for the duration of the project. The parties hereby agree that failure to maintain liability insurance shall constitute a material breach of the agreement. The Contractor shall provide the City proof of a new policy prior to expiration of the current policy. The Contractor shall be considered in default at any time this insurance is canceled, terminated or allowed to expire prior to completion of the contract.

The Contractor shall give the City thirty (30) days written notice of their insurance carrier's intent to terminate the policy.

11. Method of Measurement

Mowing shall be measured by the cycle. Each mowing cycle or partial cycle will be measured separately. A cycle includes all of the litter collection and mowing acreage for each interchange described in these specifications.

12. Request for Payment

The contractor shall prepare a written invoice to be submitted monthly for up to 3 mowing cycles. The invoice shall list the individual locations for which payment is requested, the start and finish dates for the cycle, the unit cost per cycle, the total amount for each location, and the total amount due. The invoice must be signed by an authorized agent for the Contractor. Invoices may be delivered to the Street Division office or mailed to the City of Johnson City, P.O. Box 2150, Johnson City TN 37605 ATTN: Street Division. Payment will be made in about 30 days following the receipt of invoice.

13. Basis of Payment

The accepted quantities of mowing will be paid for at the contract unit price per cycle for actual work done.

14. Contract Award

Award of contracts shall be on the basis of the lowest unit cost per cycle for each of the various areas as submitted at the time of bidding. In the event of a tie, the city shall award that area or areas on the basis of the overall results of the bids and the area's location with respect to other sections likely to be awarded to an individual contractor. The city reserves the right to award single or multiple contracts based upon the choice that will be in the best interest of the city.

15. Termination of Contract

a. City

Periodic inspections of mowed areas shall be made by the City to confirm contractor compliance with mowing and trimming requirements. The City reserves the right to terminate any contract entered into subsequent to this Bid when, in the opinion of the Director of Public Works, the contractor has failed to perform satisfactorily any portion of the requirements stipulated under these specifications. Any such termination will be subject to written notification by the city wherein the reasons for termination shall be plainly stated.

b. Contractor

Upon 30 day written advance notice, the contractor may terminate their contract with the City. Failure to provide written notice as stated will result in delay or possible withholding of final payment until such time as the City is able to complete the usual process of soliciting a replacement contractor and determining the extent of costs incurred, if any, from such failure.

16. Contract Renewal

This contract shall be for a one year period from the date of the purchase order and may be renewed on an annual basis in one (1) year increments up to three (3) years if all terms, conditions and prices remain unchanged and both parties are in agreement. Prices contained herein are to be firm for the term of the contract.

# INSURANCE CHECKLIST

(Mowing I-26 Interchanges)

## REQUIRED COVERAGE (marked by "x")

## MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) ..... Statutory limits of Tennessee and Employer's Liability ..... \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles ..... \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability ..... \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
  - a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability ..... \$1 Million per occurrence/claim
- 11. Miscellaneous E & O ..... \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailees Insurance ..... \$ \_\_\_\_\_
- 17. Moving and Rigging Floater ..... Endorsement to CGL
- 18. Dishonesty Bond ..... \$ \_\_\_\_\_
- 19. Builder's Risk/Installation Floater ..... Provide coverage in the full amount of contract
- 20. XCU Coverage ..... Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: \_\_\_\_\_

## INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: \_\_\_\_\_

- Is Professional Liability excluded under General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_
- Is Contractual Liability excluded under Comm. General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_
- Is Independent Contractors excluded under Comm. General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_

Carrier ratings: Insurer A \_\_\_\_\_; Insurer B \_\_\_\_\_; Insurer C \_\_\_\_\_; Insurer D \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

Bid Number: **#5672**

Bid or Project Name: **Mowing - I-26 Interchanges**

**This form and the General Contract Form must be signed and returned with the bid package. The Certificate of Insurance must be provided to Purchasing prior to contract award.**

# GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

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## INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

### **1. General Insurance Requirements:**

**1.1** The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

**1.2** No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

**1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state.** Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

"The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

**1.4** The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

**1.5** The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed

officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

**1.6** The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

**1.7** Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. Contractor is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

**1.8** Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

**1.9** Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

**1.10** Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

**1.11** If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

**1.12** All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

**1.13** The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

## **2. Contractor's Insurance – Occurrence Basis:**

**2.1** The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
  - i. General aggregate limit is to apply per project;
  - ii. Premises/Operations;
  - iii. Action of Independent Contractors;
  - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
  - v. Personal Injury Liability including coverage for offenses related to employment;
  - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

### **3. Commercial General or other Liability Insurance – Claims-made Basis:**

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

### **4. Alternative Coverage (Self Insurance)**

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

### **5. Limits of Liability Coverage**

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

### **6. Verification of Compliance**

I have read this General Contract Form and agree to all the terms and conditions contained therein.

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

EIN or SSN: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.**

**City of Johnson City  
Public Works Department  
Bid Form  
for Litter Collection and Mowing of Interchanges on I-26**

I/We propose to collect litter, mow and trim the listed locations in conformance with the specifications for the following cost per cycle. Bidder may bid on any number or combination of locations as he/she chooses.

<u>Item</u>	<u>Cost Per Cycle</u>
1. Interchanges	
Exit 17 – Boones Creek Road	_____
Exit 19 – State of Franklin Rd	_____
Exit 20 – North Roan Street	_____
Exit 22 – Watauga & Unaka	_____
Exit 23 – Main & Market	_____
Exit 24 – University Parkway	_____

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

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

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

Date: \_\_\_\_\_

**Complete and return this form with the bid package**



## CITY OF JOHNSON CITY, TENNESSEE

### BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

#### 1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

#### 2. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

#### 3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

#### 4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

#### 5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

#### 6. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

#### 7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

#### 8. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

#### 9. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

#### 10. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

#### 11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

#### 12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

#### 13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

#### 14. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

#### 15. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

#### 16. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

#### 17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

#### 18. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

#### 19. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

## **20. BRAND NAMES**

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

## **21. EQUAL OPPORTUNITY**

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

## **22. SAMPLES**

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

## **23. CONDITION STANDARDS**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

## **24. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

## **25. PARTS AND SERVICE**

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

## **26. WARRANTY**

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

## **27. LICENSES, FEES, PERMITS**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

## **28. INSURANCE**

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

## **29. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

## **30. DEFAULT**

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

## **31. PENALTIES**

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

## **32. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS  
BETWEEN THE CITY OF JOHNSON CITY  
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



## STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

**NOTE:** If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # \_\_\_\_\_  
Bid/RFP Name \_\_\_\_\_

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- \_\_\_\_\_ Insufficient time to adequately prepare a response
- \_\_\_\_\_ Our company does not offer this product or service. Remove us from the vendor list
- \_\_\_\_\_ Our schedule will not permit us to perform in a timely manner
- \_\_\_\_\_ We are unable to meet bond requirements
- \_\_\_\_\_ We are unable to meet insurance requirements
- \_\_\_\_\_ We are unable to offer comparable product or service
- \_\_\_\_\_ We are unable to meet specifications (explain below)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_