

INVITATION TO BID

The Hendersonville Utility District is seeking bids, from a Commercial Landscape Maintenance Services Company, for servicing of designated locations, on an annual basis. Sealed bids will be received until 3:00 p.m., Tuesday, February 17, 2015, at which time they shall be opened and read aloud. Copies of the Specifications and Contract Documents may be obtained at the District's office, located at 125 Indian Lake Rd, Hendersonville, TN 37075. For further information, contact Marty Fellers, at 615-824-3717 or mfellers@hendutil.net.



ANNUAL LANDSCAPE MAINTENANCE CONTRACT
February 17, 2015

THOMAS S. ATCHLEY,
General Manager



HENDERSONVILLE UTILITY DISTRICT
125 INDIAN LAKE RD
HENDERSONVILLE, TN 37075

1.01 INSTRUCTIONS TO BIDDERS

A. Sealed bids shall be received by the Hendersonville Utility District (HUD) for the furnishing of all equipment, materials, and labor necessary to provide landscape maintenance services, in the prescribed manner, for the designated locations, at the specified frequencies. Sealed bids shall be received until 3:00 p.m. Tuesday, February 17, 2015, at which time they shall be publicly opened and read aloud. Front of bid envelope shall be clearly marked, "Landscape Maintenance Bid."

B. Bids received after this time shall be considered late bids. All late bids will be returned to the bidder unopened.

C. Bids must be complete and submitted on the forms provided for this project.

D. All bidders shall comply with all licensure requirements of: the State of Tennessee, Sumner County, the City of Hendersonville, and any other agency having jurisdiction on any project of this type.

E. The successful Bidder shall be responsible for securing any required permits or certificates and shall pay the lawful fees for any permits, licenses, or certifications, which may be required for this project.

F. The successful Bidder shall maintain the required insurance coverage throughout the term of this Contract.

G. The successful Bidder shall be required to sign a "Hold Harmless" agreement with the Hendersonville Utility District, in addition to the required insurance protection.

H. No bid may be withdrawn until after ninety (90) calendar days of the bid opening.

I. The HUD reserves the right to reject any or all bids and to award the Contract to the Bidder which best meets the needs of the HUD, as determined by the HUD.

J. Contract/Project Administration: The General Manager or his designated representative shall serve as the owner's representative. All requests, submittals, or other correspondence pertaining to this Contract shall be submitted, in writing, to the attention of:

Thomas S. Atchley, General Manager
Hendersonville Utility District
125 Indian Lake Road
Hendersonville, Tennessee 37075

1.02 BID SUBMITTAL FORM

Bidder's Name: _____

Telephone No. _____

Company Name: _____

Company Address: _____

License No. _____ Classification _____

Liability Insurance Carrier: _____

Policy No. _____

Automobile Insurance Carrier _____

Policy No. _____

Workmen's Compensation Carrier: _____

Policy No. _____

Bidder agrees: To perform all work described in these Bid Documents, at the prescribed frequencies and manner, of designated locations, on an annual basis. To furnish all necessary materials, labor, tools, and equipment, as specified, to complete the work in accordance with the Standards as set forth by the Hendersonville Utility District; for the sum listed below.

LANDSCAPE MAINTENANCE SERVICES

<u>BUILDING</u>	<u>LOCATION</u>	<u>COST</u>
Administration	125 Indian Lake Rd.	_____ Per month
Maintenance Building	198 Sanders Ferry Rd.	_____ Per month
Water Treatment Plant	121 Savo Bay	_____ Per month
	Total of all locations	_____ Monthly

Bid Price Total: _____

This number should be the Total of all locations from page iii of the Bid Submittal Form.

Print Bidders Name: _____

Bidders Signature: _____

Title of above: _____

Date: _____

(Seal - If bid is by a Corporation)

Attest _____

SECTION I
GENERAL CONDITIONS

A. CONTRACTOR'S DUTIES

All work performed under this contract shall be in accordance with all provisions of these Specifications. Any deviation from the requirements of the Specifications must be approved, in writing, by the Owner or his designated representative. The Contractor shall, immediately upon discovery, bring to the attention of the Owner any conflicts which may occur as regards execution of the contract, as planned. Owner shall resolve such conflicts as soon as practicable. Failure of the Contractor to bring such conflicts or exceptions to the attention of the Owner shall allow the Owner to require any changes deemed necessary before acceptance of the work, by the Owner. All persons engaged in the performance of this Contract are to be employees of the Contractor, and as such are solely under Contractor's control and direction.

B. CODES, PERMITS, LICENSES, AND INSPECTIONS

All work shall comply with the applicable rules of, the United States, the State of Tennessee and all Local codes and ordinances, and the terms and conditions of any authorities that may have lawful jurisdiction pertaining to the work, as specified. None of the terms or conditions of this Specification shall be construed as waiving any of the rules, regulations, or requirements of any of these Authorities. The Contractor shall procure all necessary permits or licenses necessary to carry out his work and shall pay the lawful fee therefore, as well as any inspection fee or the cost of any required certifications, licenses, or approvals. Contractor shall be licensed in the State of Tennessee, and possess a valid Sumner County business license, as required.

C. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required by these provisions are obtained and such insurance has been approved by the Owner.

1. LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and maintain during the life of this contract, Public Liability Insurance in an amount not less than \$250,000 for injuries including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$250,000 each occurrence and aggregate.

2. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall be required to procure and maintain during the life of this contract, Workmen's Compensation Insurance and Death Liability Insurance for all of the employees engaged to work on the project.

GENERAL CONDITIONS (cont'd)

3. AUTOMOTIVE PUBLIC AND PROPERTY DAMAGE INSURANCE

Insurance for automobiles shall include: The Contractor's owned automobiles and trucks; hired automobiles and trucks; and, automobiles and trucks not owned by the Contractor. Automobile Public Liability Insurance in an amount not less than \$250,000 single limit for injuries, including accidental death and property damage shall be procured and maintained for the contract term.

4. ADDITIONAL INSURANCE REQUIREMENTS

The certificate or certificates of insurance shall contain the following provision, to-wit: "The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until the HUD receives at least ten (10) days advanced written notice of same. Written notice shall be delivered to the General Manager at his office shown as the address of the certificate holder.

D. SITE ACCESS AND DUTIES

1. The Contractor shall be permitted access to each site as necessary to competently accomplish his duties, as permitted by the occupants of each building. All tools, materials, and equipment shall be transported to the site by the Contractor and all excess tools, materials, and equipment shall be removed from each site with the Contractor's exiting. No waste, debris, or scrap shall be stored at any facility. All trimmings and clippings shall be removed from the site.

2. The Contractor shall be required to service each facility at the required day and time as scheduled. Contractor shall maintain a work force consistent for performing the assigned duties in the allotted times.

E. OWNER'S ACCESS

The owner or his representative shall have access and use of the facilities at all times.

F. PAYMENT TO THE CONTRACTOR

Contractor shall be required to complete a monthly work ticket for each facility detailing the services performed at each site. A copy of this shall be submitted, by the Contractor, with the monthly invoice. Contractor shall provide the owner with an itemized invoice each month listing each facility serviced, the number of services for each facility, and any Special Services performed. The Contractor shall submit an invoice within the first five days of each month for the previous month's service. The Owner shall make one lump sum payment to the Contractor within ten days of receipt, and approval of a properly documented invoice.

GENERAL CONDITIONS (cont'd)

G. PENALTY FOR NON-PERFORMANCE

As it would be impossible to assess the actual damage caused to the HUD, by any one instance of non-performance, a standard monetary penalty shall be deducted from the Contractor's payment Application. The amount of the penalty shall be fifty dollars (\$50.00) per occurrence, should the unit price of the non-performance item exceed this amount the penalty shall be twice the bid unit price. To establish a non-performance penalty the Contractor shall be notified of such deficiency by the Contract Administrator, or his designated representative, as soon as possible after discovery. Contractor shall be given twenty-four hours to correct the deficiency. The Contract Administrator for the HUD shall determine if a non-performance situation has occurred.

SECTION II
GENERAL SPECIFICATIONS

All methods and products supplied under this contract shall meet or exceed all requirements of these Specifications. Submittals of labels for all products to be used shall be required and compliance with all manufacturers' recommendations for use and handling of each product is required. Contractor shall comply explicitly with all applicable OSHA requirements.

1.01 SCOPE OF WORK

1. To provide a comprehensive landscape maintenance program for the locations as designated in these Specifications.
2. Special Landscape Maintenance Services shall be performed as directed by the General Manager or his designee. Special services will be performed on an as needed basis.
 - A. Administration Building, all work shall be performed between the hours of 6:00AM to 5:00PM, Monday through Saturday.
 - B. Maintenance Building, all work shall be performed between the hours of 7:30AM to 4:30PM, Monday through Friday.
 - C. Water Treatment Plant, all work shall be performed between the hours of 7:30AM to 4:30PM, Monday through Friday.

1.02 REQUIREMENTS OF CONTRACTOR

1. Contractor is responsible for visiting each site prior to bidding. There will be a walk-through of all locations on Wednesday, February 11, 2015 at 2:00 p.m. telephone at 615-824-3717 prior to this time to be included. Owner will make no adjustments in the price quoted for failure to comply.
2. Bidder shall not employ Sub-contractors to accomplish any work on this contract unless approved by General Manager or his designee.
3. Contractor shall be required to provide service for all locations, on the schedule, as noted, or as may be directed by the General Manager. Scope of the work may be expanded or decreased at the discretion of the General Manager, as necessary.
4. Contractor shall supply all tools, equipment, chemicals, and personnel to perform the duties in the prescribed manners and accomplish the tasks in a timely manner.
5. Contractor or any Sub-contractor, applying chemicals or fertilizers, shall be properly licensed by the State of Tennessee.

1.03 REQUIREMENTS OF OWNER

1. The HUD shall provide access to each location for the purpose of performing the duties of this Contract.

1.04 MAINTENANCE REQUIREMENTS

A. ADMINISTRATION BUILDING

1. MOWING:

a) Contractor shall mow all turf areas once per week, March 1 through October 31. For the months of November through February, contractor shall mow once every two weeks, if required, to keep the grass from growing more than 1-1/2 inches above the mowing height.

b) Mowing height shall be no less than three (3) inches and no more than three and one-half (3-1/2) inches.

c) Grass clipping may be left on the turf as long as no readily visible clumps remain on the grass surface after mowing. Otherwise any readily visible clippings shall be collected and disposed of by the contractor.

d) Contractor shall sweep or blow all clipping from all hard surfaces, mulched beds and tree rings.

2. EDGING AND TRIMMING

a) All turf edges (along sidewalks, drives, parking areas, plant beds, and trees, etc) shall be trimmed with each mowing.

b) Turf around sprinkler heads shall be trimmed so that grass does not interfere with or intercept the irrigation stream – once every two weeks March 1 through October 31 and once per month the remaining months.

c) All turf edges (along planting beds, and tree rings) shall be edged twice annually, within one week prior to mulch application.

3. TURF FERTILIZATION

a) An annual soil test will be performed to determine fertilization and lime requirements and as a basis to adjust the annual phosphorus (P) and potassium (K) levels.

b) All turf areas shall be fertilized three times per year within the following dates, March 1 to 15, September 1 to 15, and November 1 to 15.

c) Fertilizer shall be in granular form and have at least 25 percent of the nitrogen (N) in water-insoluble or slow release form.

d) Contractor shall set irrigation system to water after the fertilizer has been applied.

4. AERIFICATION AND SEEDING

a) Contractor will aerate in the fall during September and reseed at a rate of 3 pounds per 1,000 square feet immediately afterward, using tall fescue cultivars recommended by University of Tennessee Agriculture Extension Service

5. PEST MANAGEMENT

a) Contractor will apply a preemergent herbicide in the late winter or early spring to control annual weed problems

b) Contractor will scout during the late spring and summer for signs of disease and insect problems and will apply appropriate materials to prevent turf damage resulting in more than 10 percent turf loss.

1.04 MAINTENANCE REQUIREMENTS (cont'd)

A. ADMINISTRATION BUILDING (cont'd)

6. SHRUB MANAGEMENT

a) Contractor shall prune/shear shrubs three times annually, as recommended, to maintain height and shape.

b) Deciduous shrubs will be pruned in early January, as recommended.

c) Contractor will scout, during the late spring and summer, for signs of disease and insect problems and will apply appropriate materials to prevent damage resulting in more than 10 percent shrub loss

7. IRRIGATION SYSTEM STARTUP, INSPECTION, AND WINTERIZATION

a) Contractor shall provide for the startup of the irrigation system in early spring prior to the first fertilizer application.

b) Contractor shall operate and inspect the irrigation system at start up and once per month thereafter, until winterization, and report to the owner any damage, malfunctions, or other problems.

c) Contractor will invoice owner for any necessary repair parts at actual cost.

d) Contractor shall winterize the irrigation system in late fall, after the final application of fertilizer, and clear all irrigation pipes and valves of water with compressed air.

e) Contractor shall remove the irrigation system reduce pressure backflow preventer (RPBP) device and deliver to owner for winter storage.

8. SHRUB BEDS AND TREE FERTILIZATION

a) All shrub beds and trees will be fertilized twice annually, as recommended.

b) Contractor will apply a preemergent herbicide in the late winter or early spring to control annual weed problems

9. ANNUAL BEDDING PLANTS

a) Contractor shall provide and install annual bedding plants, twice annually, in the spring and early fall, that will provide color throughout the year.

b) No fewer than fourteen (14) flats of four-inch potted bedding plants shall be provided for the administration building.

10. MULCHING

a) Contractor shall provide 'black' hardwood bulk mulch twice annually. The first application will follow the blooming of flowering trees and shrubs. The second application will follow the first leaf removal of fall

1.04 MAINTENANCE REQUIREMENTS (cont'd)

B. MAINTENANCE FACILITY

1. MOWING:

- a) **CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY MOWING AT THIS FACILITY**

2. EDGING AND TRIMMING

a) All turf edges (along planting beds, and tree rings) shall be edged twice annually, within one week prior to mulch application.

3. TURF FERTILIZATION

a) **CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY TURF FERTILIZATION AT THIS FACILITY**

4. AERIFICATION AND SEEDING

a) **CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY AERIFICATION AND SEEDING AT THIS FACILITY**

5. PEST MANAGEMENT

a) **CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY PEST MANAGEMENT AT THIS FACILITY**

6. SHRUB MANAGEMENT

a) Contractor shall prune/shear shrubs three times annually, as recommended, to maintain height and shape.

b) Deciduous shrubs will be pruned in early January, as recommended.

c) Contractor will scout, during the late spring and summer, for signs of disease and insect problems and will apply appropriate materials to prevent damage resulting in more than 10 percent shrub loss

d) All shrub beds, planting beds, and tree rings shall be kept weed free by a combination of weed control products and pulling and disposal of weeds.

7. IRRIGATION SYSTEM STARTUP, INSPECTION, AND WINTERIZATION

- a) **THE MAINTENANCE FACILITY DOES NOT UTILIZE AN IRRIGATION SYSTEM**

8. SHRUB BEDS AND TREE FERTILIZATION

a) All shrub beds and trees will be fertilized twice annually, as recommended.

b) Contractor will apply a preemergent herbicide in the late winter or early spring to control annual weed problems

1.04 MAINTENANCE REQUIREMENTS (cont'd)

B. MAINTENANCE FACILITY (cont'd)

9. ANNUAL BEDDING PLANTS

a) Contractor shall provide and install annual bedding plants, twice annually, in the spring and early fall, that will provide color throughout the year.

b) No fewer than four (4) flats of four-inch potted bedding plants shall be provided for the administration building.

10. MULCHING

a) Contractor shall provide 'black' hardwood bulk mulch twice annually. The first application will follow the blooming of flowering trees and shrubs. The second application will follow the first leaf removal of fall

C. WATER TREATMENT PLANT

1. MOWING:

a) Contractor shall mow all turf areas, between the water treatment plant and the drive encircling the plant, once per week, March 1 through October 31. For the months of November through February, contractor shall mow once every two weeks, if required, to keep the grass from growing more than 1-1/2 inches above the mowing height.

b) Mowing height shall be no less than three (3) inches and no more than three and one-half (3-1/2) inches.

c) Grass clipping may be left on the turf as long as no readily visible clumps remain on the grass surface after mowing. Otherwise any readily visible clippings shall be collected and disposed of by the contractor.

d) Contractor shall sweep or blow all clipping from all hard surfaces, mulched beds and tree rings.

2. EDGING AND TRIMMING

a) All turf edges (along sidewalks, drives, parking areas, plant beds, and trees, etc) shall be trimmed with each mowing.

b) Turf around sprinkler heads shall be trimmed so that grass does not interfere with or intercept the irrigation stream – once every two weeks March 1 through October 31 and once per month the remaining months.

c) All turf edges (along planting beds, and tree rings) shall be edged twice annually, within one week prior to mulch application.

3. TURF FERTILIZATION

a) An annual soil test will be performed to determine fertilization and lime requirements and as a basis to adjust the annual phosphorus (P) and potassium (K) levels.

b) All turf areas shall be fertilized three times per year within the following dates, March 1 to 15, September 1 to 15, and November 1 to 15.

1.04 MAINTENANCE REQUIREMENTS (cont'd)

C. WATER TREATMENT PLANT (cont'd)

3. TURF FERTILIZATION (cont'd)

c) Fertilizer shall be in granular form and have at least 25 percent of the nitrogen (N) in water-insoluble or slow release form.

d) Contractor shall set irrigation system to water after the fertilizer has been applied.

4. AERIFICATION AND SEEDING

a) Contractor will aerate in the fall during September and reseed at a rate of 3 pounds per 1,000 square feet immediately afterward, using tall fescue cultivars recommended by University of Tennessee Agriculture Extension Service

5. PEST MANAGEMENT

a) Contractor will apply a preemergent herbicide in the late winter or early spring to control annual weed problems

b) Contractor will scout during the late spring and summer for signs of disease and insect problems and will apply appropriate materials to prevent turf damage resulting in more than 10 percent turf loss.

6. SHRUB MANAGEMENT

a) Contractor shall prune/shear shrubs three times annually, as recommended, to maintain height and shape.

b) Deciduous shrubs will be pruned in early January, as recommended.

c) Contractor will scout, during the late spring and summer, for signs of disease and insect problems and will apply appropriate materials to prevent damage resulting in more than 10 percent shrub loss

d) All shrub beds, planting beds, and tree rings shall be kept weed free by a combination of weed control products and pulling and disposal of weeds.

7. IRRIGATION SYSTEM STARTUP, INSPECTION, AND WINTERIZATION

a) Contractor shall provide for the startup of the irrigation system in early spring prior to the first fertilizer application.

b) Contractor shall operate and inspect the irrigation system at start up and once per month thereafter, until winterization, and report to the owner any damage, malfunctions, or other problems.

c) Contractor will invoice owner for any necessary repair parts at actual cost.

d) Contractor shall winterize the irrigation system in late fall, after the final application of fertilizer, and clear all irrigation pipes and valves of water with compressed air.

e) Contractor shall remove the irrigation system reduce pressure backflow preventer (RPBP) device and deliver to owner for winter storage.

1.04 MAINTENANCE REQUIREMENTS (cont'd)

C. WATER TREATMENT PLANT (cont'd)

8. SHRUB BEDS AND TREE FERTILIZATION

- a) All shrub beds and trees will be fertilized twice annually, as recommended.
- b) Contractor will apply a preemergent herbicide in the late winter or early spring to control annual weed problems

9. ANNUAL BEDDING PLANTS

- a) Contractor shall provide and install annual bedding plants, twice annually, in the spring and early fall, that will provide color throughout the year.
- b) No fewer than four (4) flats of four-inch potted bedding plants shall be provided for the administration building.

10. MULCHING

- a) Contractor shall provide 'black' hardwood bulk mulch twice annually. The first application will follow the blooming of flowering trees and shrubs. The second application will follow the first leaf removal of fall

1.05 TERMS OF CONTRACT

1. This shall be an annual Contract for Landscape Maintenance Services for the Hendersonville Utility District locations and may be expanded to include future locations or scaled back as use changes or service is no longer needed for a certain location. The first term shall begin as soon as soon as possible after a "Notice of Award;" and a "Notice to Proceed" can be issued by the Hendersonville Utility District. The expiration date shall be December 31 of each succeeding year, with a new term beginning on January 1 of each succeeding year.

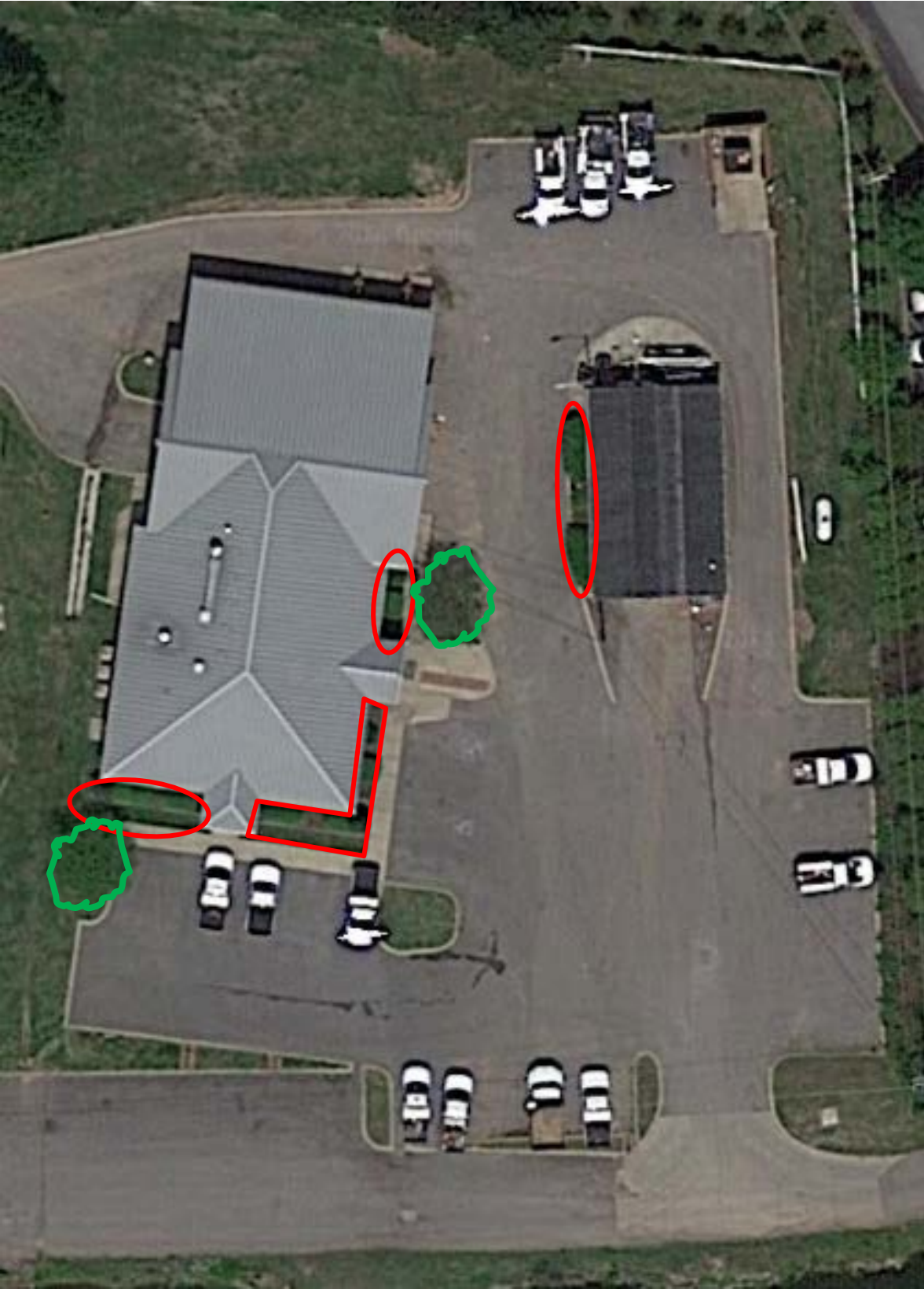
2. The initial Contract shall be for a period of two years with three renewal terms of one year each. The first two-year period shall expire on December 30, 2016. Contract renewals shall be automatic; unless and when either party to the agreement provides the other party with written notice that they wish to terminate the agreement, delivered by "Certified Mail," to the address of record, at least sixty days prior to the expiration date of the Contract.

3. The renewal clause price may be adjusted, upon request, by either party to reflect changes in the Consumer Price Index as published thirty days prior to the expiration date of the Contract.

Administration Building, 125 Indian Lake Rd.



Maintenance Facility, 198 Sanders Ferry Rd.



Water Treatment Plant, 131 Savo Bay

