Specifications
and
Contract Documents
for

City Park Mowing
And Bushhogging Services

December 2012

City of Brentwood
Department of Parks and Recreation
P.O. Box 788
Brentwood, Tennessee 37024-0788
(615) 371-2208

INVITATION TO BID

The City of Brentwood will accept bids for the following service contract(s):

City Park Mowing and Bushhogging Services

Sealed bids will be received at the City of Brentwood, Tennessee, Municipal Center, Commission Chambers, 2nd Floor, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee, 37027-0788, until 10:00 a.m. local time; Friday, December 28, 2012 at which time and place the bids will be publicly opened and read aloud. Bid envelopes must be marked with the project title and vendors bidding on the above project.

Bid documents and specifications may be obtained from the Brentwood Service Center, 1750 General George Patton Drive, Brentwood, Tennessee, 37024. Any questions should be directed to Erin Kiney, Park Maintenance Supervisor at 615-371-2208 or kineye@brentwood-tn.org.

The City reserves the right to award one contract for combined mowing and bushhogging services or separate contracts for each service. Contractors may bid for combined services or for mowing or bushhogging only. It is the City's policy to accept the lowest and best bid, and the City reserves the right to accept or reject any or all bids and to waive irregularities.

A mandatory pre-bid meeting will be held Tuesday, December 18th, 2012 at 9:00 a.m. to view areas included in the bid specifications. The meeting will commence at the Brentwood Service Center, 1750 General George Patton Drive, Brentwood, Tennessee.

Williamson AM
December 13, 2012

Instructions to Bidders

Definitions

A ***Bid*** is a complete and properly signed proposal to do the work described in these Bid Documents for the sums stipulated therein, submitted in accordance with the Bid Documents.

The ***Base Bid*** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bid Documents and as the base, to which may be added or from which work may be deleted for sums stated in Alternate Bids.

An ***Alternate Bid*** (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted.

A ***Unit Price*** is an amount stated in the Base Bid as a price per unit of measurement for material, equipment or services, or a portion of the work as described in the Bid Documents.

A ***Bidder*** is a person or entity, legally empowered as an authorized agent, who submits a Bid.

Bidder's Representations

The Bidder by making a Bid represents that:

The Bidder has carefully read and understands the Bid Documents and has found them complete and free from ambiguities and sufficient for the purpose intended; further that,

The Bid is made in accordance with the Bid Documents; further that,

Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or sub-bidders have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's agent including architects, engineers or consultants, in assembling the bid; and further that,

The bid figure is based solely upon Bid Documents and properly issued written addenda and upon any other written representation supplementing the Bid Documents.

Form and Style of Bids

Fill in all the blank spaces on the Bid Form; *failure to do so will be cause for rejection*. Should contractor bid only one section of the total bid, the words **"No Bid"** shall be written in both the text and number sections of the base bid (either relating to Attachment A, Attachment B, or Attachment C) being excluded on the Bid Form. No qualifying letters or statements will be considered.

Where so indicated by makeup of the Bid Form, sums shall be expressed in *both words and figures*, and in case of discrepancy between the two, the amount *in written words shall govern*.

Bids must be submitted on unaltered Bid Forms furnished by the City. Submit one copy of the Bid Form. Bids must be signed by a person legally authorized to bind the Bidder to a Contract.

Bid Security

Bid Security in the amount of Five Percent (5%) of the total of the Base bid *is required and must accompany the Bid Form upon submittal*, pledging that the Bidder will honor the Bid and the terms and conditions that are part of the Bid, and will furnish proof of insurance coverage as required herein.

Should the Bidder refuse to honor the bid, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. Failure to deliver materials acceptable to the Owner shall be deemed as refusal to honor the Bid.

Make the Bid Security payable to the Owner. The Bid Security shall be in the form of a surety bond or certified or cashier's check. If in the form of a surety bond, the issuing surety company shall be licensed to do business in the State of Tennessee and shall have an "A" or better rating from the A.M. Best Company.

The Owner will have the right to retain bid security of Bidder to whom an award is being considered until either (a) specified time has elapsed so that Bids may be withdrawn, or (b) all Bids have been rejected.

Insurances

The awarded Bidder will be required to hold the following types of insurances: Comprehensive General Liability, Worker's Compensation and Property Damage insurance. Coverages required are described in *Article 11* within. Copies of insurance documents must be submitted to the Owner before commencement of work under the contract.

Submission of Bid

Submit bid and Bid Bond in a sealed envelope. Identify envelope with the name and address of the Bidder and clearly mark the envelope *"Sealed Bid Enclosed - City Park Mowing/Bushhogging Contract - to be opened Friday, December 28, 2012"* on the face thereof.

Submit Bids in accordance with the Invitation to Bid. It is the Bidder's Responsibility to insure receipt of the bid, before the time set and at the place identified for receipt of Bids. Bids received after the scheduled time shall be returned to the bidder unopened.

Partial Bidding

Should contractor bid only one section of the total bid, the words **"No Bid"** shall be written in both the text and number sections of the base bid being excluded on the Bid Form.

Modification or Withdrawal of Bid

Withdrawal of a submitted bid before the scheduled opening time requires a written request signed by a person legally authorized to bind the Bidder to the Contract. Withdrawn Bids may not be resubmitted.

Bid modifications shall be written as an add-on or deduct and require the signature of a person legally authorized to the bind the Bidder to the Contract.

Bids shall not be withdrawn or modified after scheduled Bid Opening time without the permission of the City.

Opening of Bids

Bids will be opened as specified in the Invitation to Bid.

Rejection of Bids

The Owner reserves the right to accept or reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by Bid Documents, or reject a Bid which is in any way incomplete or irregular.

Evidence of collusion with intent to defraud or other illegal practices by the Bidder will result in bid disqualification by the Owner before or after the Bid Opening.

Acceptance of Bid (Award)

The Owner intends to award the work to the best and lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to negotiate Contract terms with various Bidders in accordance with applicable laws in the Owner's best interests.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bid Documents, and to determine the best and lowest responsible Bidder on the basis of the sum of the Base Bid, Alternates and ability to meet Bid Specifications.

Mowing Specifications

1. ***General*** - The work shall consist of all mowing, trimming, edging, trash removal, etc., in the areas specified in Attachment A and/or Attachment B. These specifications are applicable to the Base Bids and Alternates.

2. ***Work to be performed*** - The Bidder ***must contact*** the Director of Parks and Recreation **prior** to the beginning date of the contract and thereafter, **prior** to the spring mowing season and during periods of drought for approval of cutting. The areas indicated have ***estimated mowing frequencies and are subject to be increased or decreased as determined by the Director of Parks and Recreation whose decision is final.*** In areas designated for "lawn cutting" the area is to be mowed to a height of 4 inches.

3. ***Scheduling*** - A tentative schedule of the area and day of the week the area is to be mowed shall be submitted to The Director of Parks and Recreation so that conflicts between mowing and turf management practices are minimized. Areas of heavy weekend usage, such as Crockett Park, River Park and Granny White Park shall be scheduled near the end of the work week. ***Mowing during periods of rain, directly after, or when grounds are wet enough to cause damage from wheels or clumping to occur, is not permitted.*** **Special events occurring in parks shall warrant schedule changes. Examples of events are July 4th, Easter Egg Hunt, Day in Brentwood's Past, Arbor Day celebration, etc.**

   All mowing shall occur during daylight hours between the hours of 7:00AM and dark. Mowing shall be subject to Municipal Code Section 42-137 (9) as it relates to noise and not interfere with sessions of schools, hospitals, churches or courts. Mowing shall also be subject to Municipal Code Section 58-5, under which grass clippings may be considered "litter". Mowing shall not cause clippings to accumulate or be blown onto vehicles parked in public areas or into streets, parking lots, sidewalks, trails or tennis courts. Any clippings in these areas shall be cleaned off before Contractor leaves the site. Any damage caused by objects thrown by mowers onto vehicles, windows, etc. shall be the responsibility of the Contractor.

4. ***Mowing Procedures***

   A. Mowing tractors and riding mowers must be equipped with turf tires.

   B. All mower blades shall be checked for straightness and sharpened before beginning to mow. Bent blades or unlevel mowing decks will not be accepted. The operator shall check after mowing starts and shall recheck after a few passes to be sure that an even and uniform cut is being produced.

   C. All mowers shall be checked for correct height and level adjustment before each cut.

   D. Extra blades should be easily accessible for quick change, if necessary.

E. The Contractor will use cones with signs, or signs when mowing in all areas of the parks. When mowing along sides of bikeways or walkways, Contractor shall use cones with signs/and/or signs to warn pedestrians and other trail users that mowing is occurring ahead. Warning cones/signs shall be placed at each end of any section of trail or walkway where mowing is occurring. Cones/signs shall be moved with the movement of mowing operations.

F. When a park has one entrance, signs/cones indicating that mowing is occurring on the property shall be located at the entrance of the facility prior to the start of mowing operations.

G. When a park has two entrances, signs shall be placed at both entrances to the facility.

H. Parks with multiple entrances shall have warning signs place at both ends of the area where mowing is occurring.

I. **Never** mow up to or within 3 inches of any trees, shrubs, designed plantings or flower beds. These areas shall be trimmed with a push mower, string trimmer or sprayed with an herbicide. **Contractor shall be liable for any damages incurred.**

J. Grass clippings shall never be expelled on to the roadways, curbs, walks, fence lines, posts, signs, shrub plantings, trees, flower beds, tennis courts, basketball courts, or other permanent fixtures where clippings build-up is possible. The Contractor will be responsible for all removal if it occurs.

K. Contractor will trim outside all fence and tree lines without damaging either. Contractor has the option to use approved herbicides around fence posts and trees rather than trimming. If this option is used, these areas must be kept clean and resprayed on an as needed basis. (Herbicide type must be approved by the Director of Parks and Recreation.) **NOTE: The Contractor shall take care when weedeating not to damage fence posts. The contractor is responsible for the replacement of any post where damage results in more that ½ inch of wood being taken away on any side of the post.**

L. The areas around all signs and utility poles are to be trimmed or sprayed to have a finished job.

M. Areas next to trails, both asphalt and concrete shall be weedeated or sprayed with an herbicide or a regular basis. **Bermuda shall not be allowed to grow into or onto asphalt trails.**

5. ***Bushhogging Procedures***

A. Bushhogged areas may be cut with either lawn cut mowers or tractors with pull behind rotary cutters.

B. All blades shall be checked for straightness and be sharp enough to cut rather than tear grass. Blades shall be checked before cutting begins. Bent blades or unlevel mowing decks will not be accepted. The operator shall check after mowing starts and shall recheck after a few passes to be sure that an even and uniform cut is being produced.

C. Height of cut shall be 4 inch minimum and 6 inch maximum.

D. Extra blades should be easily accessible for quick change, if necessary.

E. Never bushhog up to or within 12 inches of any trees, shrubs, designed plantings or flower beds. **Areas within bushhogged locations shall be edged, trimmed or otherwise maintained according to the specifications for that area.** These areas shall be trimmed with a push mower, string trimmer or sprayed with an herbicide. **Contractor shall be liable for any damages incurred.**

F. Grass clippings shall never be expelled on to the roadways, curbs, walks, fence lines, posts, signs, shrub plantings, trees, flower beds, tennis courts, basketball courts, or other permanent fixtures where clippings build-up is possible. The Contractor will be responsible for all removal if it occurs.

6. Litter Control- Includes the complete collection and removal of litter in the specified areas throughout the duration of the Contract. *Litter, including paper, cans, bottles and other debris, shall be picked up prior to cutting the areas.*

7. Herbicides- On special application, the City may approve the use of herbicides and the areas in which they may be used. If herbicides are permitted, care must be taken during the application not to kill the grass in a wide area around posts, signs, or any shrubs/beds.

8. Edging and Trimming – Curbing, concrete sidewalks**,** and asphalt walking trials shall be string trimmed and/or blade edged to prevent encroachment of grass onto the surfaces. Grass shall not be scalped on edges due to trimming. String trimmers shall be used so that string makes a vertical cut along horizontal edges**. Edging must occur at least twice a month, sooner if encroachment leaves the job looking unfinished or is causing damage to asphalt trails.**

Vegetation shall not be allowed to grow through sidewalks. Glyphosate may be used with prior approval in this case to control grass and weeds.

Bid Form

Submitted _____, 2012

To: Dave Bunt, Director
Brentwood Parks and Recreation Department
P.O. Box 788
Brentwood, Tennessee 37024-0788

RE: City Park Mowing
City of Brentwood, Tennessee

Director:

The undersigned, as Bidder, hereby declares that this Bid is made without any expressed or implied connection (financial or otherwise) with any other person or company or parties making bid on the above named Project; and that this Bid is, in all respects, fair and submitted in good faith without collusion or fraud.

The undersigned as Bidder or Bidder's authorized representative acknowledges by his signature that he has visited and examined the site(s) of the proposed work and has received and examined the documents for the completion of the above mentioned Project, and has fully considered their provisions in his bid. The Bidder further acknowledges that he has received the following Addenda:

Addendum No._____ Date:_____

Addendum No._____ Date:_____

In submitting this Bid, the Bidder agrees:

1. To hold open and honor the Bid until Contract begins July 1, 2013.
2. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish the required bonds and certificates (proof of insurance).
3. To perform in full and complete accord with the shown, noted, described and reasonably intended requirements of the specifications and the Contract Documents and to supply all labor, materials, transportation and appliances to complete the work to the full and entire satisfaction of the City of Brentwood for the amounts listed.
4. To begin the work upon notification of the acceptance of the Bid and to time all work procedures in accordance with the Specifications and Contract Documents.

The Bidder agrees to perform the work in the Base Bid for lawn cuts (Attachment "A") for this project for the price of (amount shown in both words and figures).

Attachment "A" – Total of Base Bid – Lawn Cuts:

_____

_____

($_____) Dollars

The Bidder agrees to perform the work in the Base Bid for Bushhogging (Attachment "B") for this project for the price of (amount shown in both words and figures).

Attachment "B" – Total of Base Bid - Bushhogging:

_____

_____

($_____) Dollars

The Bidder agrees to perform the work in the Base Bid (Attachment "C") for this project for the price of (amount shown in both words and figures).

Attachment "C" – Price per acre – Additional acreage lawn cut:

_____

_____

($_____) Dollars

Attachment "C" – Price per 500 linear feet – Additional acreage trimming/weedeating :

_____

_____

($_____) Dollars

Attachment "C" – Price per acre – Additional acreage bushhogging:

_____

_____

($_____) Dollars

Attachment "C" – Price per acre – Litter Control:

_____

_____

($_____) Dollars

The Bidder acknowledges that the totals for Attachment A and Attachment B as shown above are based on estimated frequencies, and that actual payments will be based on actual frequencies as determined by the City.

The Bidder acknowledges that the City shall have the option to renew the Contract for two additional years beyond the original expiration date of the Contract, should the Contractor wish to continue and the City is satisfied with the performance of the Contractor. Either party, after the first or second year may choose not to renew. Should the Contractor desire to terminate the Contract after the first or second year, the Contractor shall notify the City of its choice within 30 days after the end of the mowing season. Maximum percentage of increase to base bid for the second and third year of renewal shall be stated below in both words and figures.

Maximum percent (%) increase to base bid for second (2nd) and third year (3rd) of Contract renewal **(Must be negotiated with the city on yearly basis)**:

_____%

The Bidder or Bidder's authorized representative acknowledges by the signature below that the Bidder agrees to the requirements contained in the Contract Documents and Specifications, and, that should the City award the Contract to the Bidder, the City may rightfully collect the sum of the bid bond in the event the Bidder fails to execute a Contract with the Owner, or fails to commence performance as directed by the City, or fails to provide a certificate of insurance as required by the Contract.

The required Bid Security in the amount of *Five (5%) Percent of the total of the Base Bid accompanies this bid.*

Please Print:

Name of Firm/Company:_____

Address:_____

Signed by:_____ **Date:**_____

(Print Name)

Signature:_____ **Date:**_____

Note: *If a corporation, Bid must be signed by a person authorized by the corporation by-laws to bind it to a contact.*

Attachment "A"-Base Bid

Park Maintenance- Lawn Cuts

1. **Crockett Park** – 1500 Volunteer Parkway

A. *Lawn Areas*: All areas except athletic fields and non-athletic areas as described during the pre bid meeting. Mow all park lawn areas, except amphitheater area, Tennis Center Complex, Park entrance area to the four way stop, historic lawn areas, areas between multipurpose fields, and the back "meadow". The walking trail through the back meadow shall be cut within the scope of the Crockett Park lawn cut. Mow and trim along both sides of horse fence, to both the right and left of park entrance, between the Park and the Holy Family Catholic Church on the east and between the Park and Brentwood Middle School on the west, trim exterior tree line, and cut a minimum of 6' along both sides of all bike trails. Trim trails as described in "Mowing Specifications" – section 8. Trim along all asphalt trails, concrete walks and curbs. Lawn cut area includes area of the bikeway outside the park entrance at Arrowhead Drive and areas on the east side of the road between the park main entrance and Crockett Road and the center island at Crockett Road. Mow and trim along this bikeway access from Arrowhead Drive to the bollards at the park entrance, left to the power lines and right to a distance equal in width.

Price Per Cut (estimate 23.6 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

B. *Cut along both sides of fence park entry area* (1366 linear ft)

Price Per Cut: (estimate .37 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

C. *Fence Trimming*: (weedeating) 1,366 linear feet
Trim fence line next to the east boundary of the Park and the residential property from Crockett Road inward along residential property and along Crockett Road from the east boundary of the park westward to the Holy Family Catholic Church.

Price Per Trim: $_____

Frequency: Once per month (April – November)

Estimated Total Trims: 34 x $_____ (Price/Trim) = $_____

D. *Frisbee disk golf course*: This area is to be maintained as a lawn cut. This area makes a "U" shape space with the boundaries being the Holy Family Catholic Church on the west, Crockett Road on the south and Arrowhead subdivision on the east. The northern and interior park

boundaries include the indoor soccer arena parking lot and one section of the bikeway inside Crockett Park. Trim around trees, fences and other objects enclosed in this area.

Price Per Cut (estimate 17 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

2. **Concord Park** – 1100 Knox Valley Drive

A. *Park Lawn Areas*: One informal athletic field bordering Concord Road, field~~s~~ areas along Knox Valley Drive, Concord Road Frontage including areas outside of four-board horse fence to street and a 6 foot swath behind the fence, between Civitan Parking Lot and the creek, lawn areas to the east of the library up to the entrance of Habor Place, a 6' swath along all asphalt bikeways, and the area surrounding Civitan Parking lot. Note: Park staff mows area immediately surrounding the Brentwood Library inside of the bike trails, entrance areas and lawn areas abutting the Little Harpeth River from the front corner to the back corner of the building.

Price Per Cut (estimate 10 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

B. *Trimming*: Fences and tree rings (and paths as previously described) NOTE: The Contractor shall take care when weedeating not to repeatedly damage fence posts. The contractor is responsible for the replacement of any post where damage results in more that ½ inch of wood being taken away on any side of the post.

Price Per Trim: $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Trims: 34 x $_____ (Price/Trim) = $_____

3. **Deerwood Arboretum** – 320 Deerwood Lane
Mowing includes the trail off Johnson Chapel Road/Belle Rive Drive, Kingsberry Drive, Entrance to Arboretum, Main Arboretum Area and one acre lot on the corner of Wildwood Valley Drive and Harpeth River Drive.

A. *Lawn Areas*: To include entrance area to the right of the main entrance road to the property line fence on the right, entrance area to the left of the road to the split rail fence, areas of turf around the circular drive at the main facility, turf on amphitheater's steps, a six (6) foot swath on each side of all asphalt bike ways, the area to the City's property boundary along both sides of the four board horse fence that backs the Chapel Hill Subdivision from Johnson's Chapel Road to the back entrance of the park, an approximate ten (10), six (6) foot swaths along the bikeway from the Kingsberry Road entrance to the main entrance of the arboretum, and the one acre lot on the corner of Wildwood Valley Drive and Harpeth River Drive. Trimming of the split rail fence along the left side of the main entrance drive, trimming of the 4-board horse fence backing Chapel Hill Subdivision, and any tree ring inside the lawn cut area shall be included in the lawn cut bid. NOTE: The Contractor shall take care when weedeating not to repeatedly damage fence posts. The contractor is responsible for the replacement of any post where damage results in more that ½ inch of wood being taken away on any side of the post.

Price Per Cut (estimate 4.8 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

4. **Granny White Park** - 610 Granny White Pike

A. *Lawn Areas*: All areas except athletic fields (includes park frontage to curb and edging along sidewalks). Trim along outside of ball fields, tennis courts, sidewalks, structures, curbs, and all other areas as needed.

Price Per Cut (estimate 17 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____(Price/Cut) = _____

5**.** **Maryland Way Park** - 5055 Maryland Way

A. *Lawn Areas*: All areas to be lawn cut. Trim along sidewalks, trails, fences and all other areas as needed.

Price Per Cut (estimate 4.4 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____(Price/Cut) = $ _____

6. **Marcella Vivrette Smith Park** - 1826 Wilson Pike
This park will start construction of a new master plan in 2013. The contractor shall work with the construction contractor and mow areas as best as possible while construction is in progress. Any acreage taken by construction shall be subtracted from the estimated acreage as shown below and the price per cut shall be adjusted accordingly. Any acreage added as a result of construction of the master plan that was in the designated bushhogged area shall be added as an added on and priced per acre cut as designated in Attachment C.

A. *Lawn Areas*: Lawn cut areas to the east of the train tracks fronting Wilson Pike, and all areas considered to be within the Historic district as defined by the 4-board horse fence lining the drive, the main house, the slave cabins and the pool house. Note: Cut one swath on the outside of the fence areas. Trim around any trees, walkways, curbs or structures on this section of the property. Acreage of lawn cut is approximately 16 acres.

Price Per Cut (estimate 16 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

B. *Fence Trimming*: (weedeating) 3,566 linear feet
Trim fence surrounding the historic corridor to include that along the drive, to the north and south of the historic house and to the west of the slave houses. Fence shall be trimmed on both sides. NOTE: The Contractor shall take care when weedeating not to repeatedly damage fence posts. The contractor is responsible for the replacement of any post where damage results in more that ½ inch of wood being taken away on any side of the post.

Price Per Trim: $_____

Frequency: Once per month (April – November)

Estimated Total Trims: 34 x $_____ (Price/Trim) = $_____

7. **Margaret Hayes Powell Park** – corner of Virginia Way and Granny White Pike (TYPO)

A. *Lawn Areas*: This new park is currently under construction with an estimated completion date of early 2013. Total park acres are 24. Much of the park is tree covered. There is also a bermed area and a retention pond area. Berms are to be included in the lawn cut area as well as the retention pond when dry enough to be mowed. All other open grass areas are to be lawn cut. Acreage of lawn cut is approximately 14 acres.

Price Per Cut (estimate 14 acres): $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

8. **Owl Creek Park** – 9751 Concord Road

A. *Lawn Areas*: The Park fronts Concord Road across from Willowmet subdivision. It is the frontage of Chestnut Springs Subdivision. The total tract acreage is approximately 21 acres. Structures, parking, playground and basketball courts, trails and wetlands account for approximately 5 acres.

Price Per Cut: (estimate 16 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

9. **Patriot Park –** Corner of Wilson Pike and Crockett Road

A. *Lawn Areas*: The land holds two historic cemeteries inside of rock walls. Areas to be cut include both inside and outside of rock walls. The area is bordered by a gravel driveway on the south side, by roads on the north and west and by a tree line/railroad track to the east. Extreme care should be used in maintaining areas around grave sites so that no damage is done to grave markers. Rock walls and grave markers shall be edged.

Price Per Cut: (estimate 3 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

10. **Primm Park** – Moores Lane

A. *Lawn Areas*: All areas around old school house from Moores Lane frontage to wooded area behind house. Cut areas to the left and right of building to woods on left and fence on right. INDIAN BURIAL MOUND shall be cut as a bushhog once per month.

Price Per Cut: (estimate 2.82 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

B. *Every other week cut*: Field between lawn cut area and Montclair Subdivision. Area also includes retention pond area and road frontage from Montclair Subdivision west to the Nashville Golf and Athletic Club. Method of cut for frontage shall be left to the discretion of the Contractor. Area shall be maintained by bushhogging at a minimum; Contract may choose to cut area with mowers and string trimmers. Areas along the creek, along fence lines and areas where rocks prevent mowing shall be maintained by string trimmers. NOTE: INDIAN BURIAL MOUNDS AS DESIGNATED BY MARKERS SHALL be cut/kept at least two inches higher than the surrounding lawn cut area. Cutting heights for these mounds shall be 5 to 6 inches.

Price Per Cut: (estimate 5.27 acres field and 11 acres frontage on Moores lane between Montclair Subdivision and the Nashville Athletic Club Golf Course)

$ _____

Frequency: Once Every other week

Estimated Total Cuts: 18 x $ _____ (Price/Cut) = $ _____

11. **The Property at 6203 Johnson Chapel Road**

A. *Lawn Area:* All areas of the property are to be lawn cut. There are approximately 2.7 acres to be cut. Mowing shall include all trimming of trees and bushes as described in "Mowing Specifications – section 7". The total acreage of the property is 2.87 acres.

Price Per Cut: (estimate 2.7 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____(Price/Cut) = $_____

12. **The Property at 6207 River Court**

A. *Lawn Area*: All areas of the property are to be lawn cut. There is approximately 1 acre to be cut. Mowing shall include all trimming of trees and bushes as described in "Mowing Specifications – section 7". The total acreage of the property is 1.28 acres.

Price Per Cut: (estimate 1 acre) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____(Price/Cut) = $_____

13. **Tower Park**- Heritage Drive

A. *Lawn Areas*: The Contract is for approximately 20-25 acres of the park to be lawn cut. Mow all areas with the exception of the Bermuda athletic fields. Mowing includes areas around Tower Park Parking lot to edges of the property and cutting an approximately 6' strip on each side of the bikeway that runs along the back side of the parking area, (Bikeway at Heritage Way). Estimated acreage along this bikeway is .3 acres. Trim around all trees and along all trails as described in "Mowing Specifications – section 7". Mow area of park designated as fescue practice field areas at a height of 2".

Price Per Cut: (estimate 22.3 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

14**. Pleasant Hill Property –** This is a track of land on Pleasant Hill Road now owned by the City. An address is not yet given. Development of this property may occur within the time frame of this contract. At that time, mowing practices will be re-evaluated.

There are no lawn cut areas at Pleasant Hill property at this time. All will be a bushhog.

NOTE: Areas of rock that cannot be bushhogged shall be weedeated once a month.

15. **Flagpole Park (Mallory Park)**
This is undeveloped park land located at the end of Wilke Road West. It consists of two separate areas for a total acreage of approximately 20.27 acres.

There are no lawn cut areas at Pole Park property at this time. All will be a bushhog.

16. **Lot at Carriage Hills -** Fronts Ravenswood Farm Lane directly across form Carriage Hills Drive.

There are no lawn cut areas at the Lot at Carriage Hills. All will be a bushhog.

17. **Town Center Way-** Starts at Franklin Road and Town Center Way and runs along both sides of the road including area around the roundabout. Small areas to the south and east of the roundabout are included. Bid should include edging of all concrete.

Price Per Cut: (estimate 1 acre) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

18**.** **Maryland Way Greenway -** 293,300 sq ft. or 13.6 acres

There are no lawn cut areas in this greenway.

19. **Moores Lane Greenway** – Moores Lane

A. *Lawn Areas*: Frontage along Moores Lane fence to berm, 12' along residential property line, and 6' along fence line boundary to West Gate Commons. Sidewalk areas should be edged and weeds kept out of sidewalk expansion joints. Trim all fence lines including one along the residential property on east property line.

Price Per Cut: (estimate 1.2 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

B. *Island Area*: This area is also a lawn cut. Area is between access road in front of residential houses and horse fence including the inside and outside of the fence. Trim fence.

Price Per Cut: (estimate .3 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

20. **Moores Lane East at Caruthers Parkway Greenway**

A. *Lawn Areas*: Frontage along Moores Lane and inside Fence to backside of berm and to the end of property line in either direction. Trim along fence.

Price Per Cut: (estimate .5 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $ _____

21. **Split Log Greenway**: Located on the west side of Wilson Pike at the intersection of Split Log Road. This is a mostly wooded area. Areas on both sides of the bikeway shall be maintained as a lawn cut. These areas encompass more than a 6' swath. Maintain cut as seen on site inspection of location.

A. *Lawn Areas*: All areas

Price Per Cut: (estimate 2 to 3 acres) $ _____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $ _____ (Price/Cut) = $ _____

22. **Alamo Road Connector -** Connector is .7 miles long and runs from the bridge intersecting it to the Brentwood Bikeway Connector to Wilson Pike. Include the trail head to Alamo Road. Trim fences at trail head as needed. Acreage is approximate due to the undulating nature of the cut.

A. *Lawn Areas*: 6' each side of bike path (Include Alamo Road Entrance) Note: Area is undulating with some areas as thin as 3' while others may be 12'.

Price Per Cut: (estimate 1 acre or .7 miles) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

23. **Brentwood Bikeway Connector -** Connector is 1.2 miles long. Acreage is approximate due to the undulating nature of the cut.

A. *Lawn Areas*: 6' each side of bike path (Include Wikle Road Entrance.) Note: Area is undulating with some areas as thin as 3' while others may be 12'. Maintain cut as seen on site inspection of location.

Price Per Cut: (estimate 1.75 acres or 1.2 miles) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

24**. Raintree Road Connector** – Fronts Raintree Road from the corner of Wilson Pike to Kenrose Elementary School entrance.

A. *Lawn Areas*: Mow each side of bike path from curb to woods line. This area in wider than 12'. Area is between the end of the Ravenwood connector at the corner of Wilson Pike to the entrance of Kenrose Elementary School. Maintain the existing cut areas.

Price Per Cut: (estimate 3.9 acres) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

25. **Ravenwood Bikeway Connector**

A. *Lawn Area*: This trail starts at the end of the Alamo Road connector that abuts Wilson Pike. It travels south on Wilson Pike to Moores Lane, turns west onto Moores Lane, crosses under the road through a tunnel, crosses the river and enters into Primm Park. It continues south, connecting Montclair Subdivision on its east side with the bikeway system. The bikeway then continues to run south behind Carriage Hills Subdivision and turn east to cross Ravenswood Farm Road, continues south through the old Wilson Pike railroad tunnel before turning north and fronting Ravenswood High School. Continuing north, the bikeway connects into the Raintree Bikeway at the Corner of Wilson Pike and Raintree Parkway. Cut along both sides of the bikeway on an average of a six (6) foot wide swath. Maintain this undulating area as it has been previously cut. This can be seen by viewing the area on site. NOTE: The cut area along Wilson Pike is between the concrete connector and the curb. Areas on the residential side of the concrete path are to be maintained to the tow of the slope in sloped areas and mowed to a minimum of a 6' swath in all other areas. Corner area of Wilson Pike and Moores Lane shall be mowed to the corner of the road. Area alongside the green chain link fence before the Moores Lane tunnel shall be maintained by weedeating weekly.

Price per Cut: (estimate 3 acres or 2 miles) $ _____

Frequency: Every 8th Day Pending Weather Demands

Estimated Total Cuts: 34 x $_____ (Price/Cut) = $_____

26. **Litter Control -** Items 1-20 at locations noted above.

Price Per Pickup: $_____

Frequency: As specified in cutting frequency

Estimated Total Cuts: 766 x $_____ (Price/Pickup)= $_____

Total acreage for lawn-cut areas: approximately 188.70 acres

Frequencies are estimates only. The City reserves the right to increase or decrease the number of cuts. Total Bid Price is used for basis of award.

City reserves the right to delete or add to the above areas or venues within the course of the Contract. Any add-ons occurring within the course of the Contract year will be added to the Contract as an addition to the base.

The City may occasionally ask for special cuts to areas other than what is specified above. These cuts shall be billed by the Contractor as a one time occurrence. Amended scheduling of cuts to coincide with City scheduled events shall be billed as a regular cut within the scope of the Contract.

Attachment "B" Bushhogging

Park Maintenance - Bushhog

NOTE: Contractor may choose to maintain these areas with mowers verses bushhogs.

There are **NO** bushhogged areas in the following parks and greenways. All will be a lawn cut:

- Crockett Park
- Granny White Park
- Margaret Hayes Powell Park
- Maryland Way Park
- Owl Creek Park
- Patriot Park
- The Property at 6203 Johnson Chapel Road
- The Property at 6207 River Court
- Tower Park
- Towne Center Lane

- Split Log Greenway
- Alamo Road Connector
- Raintree Road Connector
- Ravenwood Bikeway Connector

1. **Concord Park** – 1100 Knox Valley Drive

B. *Park Bushhog Areas*: All areas excluding lawn cut areas as designated above. Field areas include the "back loop" backing to Parker Place, the front meadow, fronting Concord Road next to Civitan Parking lot, and meadow area behind the Brentwood Library.

Price Per Bushhog (estimate 11.6 acres) : $_____

Frequency: Once a month (April – November) Note: The City may increase or decrease this frequency as determined by weather, staffing and growth.

Estimate Total Cuts: 8 x $_____ (Price/Cut) = $_____

2. **Deerwood Arboretum** – 320 Deerwood Lane

B. *Bushhog Areas*: Field Areas. (All areas not included in lawn cut.) The front and back meadow areas, grass paths that run between interior wooded areas and grass areas along the natural paths that run along the Harpeth River are included in this section. Trimming in this section shall include areas around both ponds down to the waters edge that are not left in their natural state. Leave designated areas around ponds in a natural state to encourage the breading of wildlife.

(Deerwood Arboretum continued)

Price Per Bushhog (estimate 9.4 acres): $_____

Frequency: Every other week (April – November) Note: The City may increase or decrease this frequency as determined by weather, staffing and growth.

Estimate Total Cuts: (17) x $_____ (Price/Cut) = $_____

3. **Marcella Vivrette Smith Park**

B. *Bushhog Areas:* All open grass areas not included in the lawn cut area. This includes areas to the north, south and west of the historic district. Currently this area is in pasture and will be converted over time into athletic fields, playground areas, parking areas, etc. The contractor will work with the building contractors and mow areas not under construction. Cost per bushhog shall be adjusted accordingly with decreased acreage.

Price Per Bushhog (estimate 70 acres): $_____

Frequency: Once a month (April – November) Note: The City may increase or decrease this frequency as determined by weather, staffing and growth.

Estimate Total Cuts: 8 x $_____ (Price/Cut) = $_____

4. **Pleasant Hill Property**

B. *Bushhog Areas:* All areas from property line to property line that fronts Pleasant Hill Road. Acreage to be bushhogged extends to the tow of the hill/woods line at the back of the property. Any area that cannot be bushhogged within this rectangle of land shall be maintained by weedeating. Bushhog all areas.

Price per Cut: (estimate 4.5 acres) $ _____

Frequency: Once Every Month (April - November)

Estimated Total Cuts: 8 x $ _____ (Price/Cut) = $ _____

5. **Primm Park** – Moores Lane

B. *Bushhog Areas:* The Indian Burial Mound located to the west of the old school house.

Price per Cut: (estimated .5 acres) $ _____

Frequency: Once Every Month (April - November)

Estimated Total Cuts: 8 x $ _____ (Price/Cut) = $ _____

6. **Carriage Hills**: Fronts Ravenswood Farm Lane directly across from Carriage Hills Drive. Bushhog all areas.

Price per Cut: (estimate 3 – 4 acres) $ _____

Frequency: Once Every Month (April - November)

Estimated Total Cuts: 8 x $ _____ (Price/Cut) = $ _____

7. **Maryland Way Greenway** - 293,300 sq ft. or 13.6 acres

B *Bushhog Areas*: All areas (except where City has designated areas of "no mowing")

Price Per Cut: (estimate 13.6 acres) $ _____

Frequency: Once Every Month (April - November)

Estimated Total Cuts: 8 x $ _____ (Price/Cut) = $ _____

C. *Trim*: All Landscape shrubs and trees on City property.

Price Per Trim: $ _____

Frequency: Once Every Month (April - November)

Estimated Total Trims: 8 x $ _____ (Price/Cut) = $ _____

8. **Moores Lane Greenway**

B. *Bushhog Areas*: All areas that are not included in the lawn cut above. This includes the area behind the front berm to the back of the greenway and the area along property lines within 6' of the line and 12' from the residential property line.

Price Per Cut: (estimate 13.7 acres) $ _____

Frequency: Once Every Month (April - November) Note: The City may increase or decrease this frequency as determined by weather, staffing and growth.

Estimated Total Cuts: 8 x $ _____ (Price/Cut) = $ _____

9**. Moores Lane East at Caruthers Parkway Greenway**

B. *Bushhog Areas*: All remaining areas not included in the lawn cut above. This included all areas behind the back side of the front berms.

Price Per Cut: (estimate 2.5 acres) $ _____

Frequency: **Twice** a Month (April - November) Note: The City may increase or decrease this frequency as determined by weather, staffing and growth.

Estimated Total Cuts: 16 x $ _____ (Price/Cut) = $ _____

10. **Brentwood Bikeway Connector**

B. *Bushhog Areas*: Connector is 1.2 miles long. It connects River Park and Crockett Park, running along the Harpeth River. At Wilson Pike, there is a meadow along side the connector. This area is maintained by bushhogging. Trim around trees when bushhogging this meadow.

Price Per Cut: (estimate 5 acres) $_____

Frequency: Once Every Month (April – November)

Estimate Total Cuts: 8 x $_____ (Price / Cut) = $_____

11. **Litter Control -** Bushhogged areas at locations noted above.

Price Per Pickup: $_____

Frequency: As specified in cutting frequency

Estimate Total Cuts: 89 x $_____ (Price/Pickup) = $_____

Total acreage for bushhogged areas is 154.57 acres

Frequencies are estimates only. The City reserves the right to increase or decrease the number of cuts or bushhogs. Total Bid Price is used for basis of award.

City reserves the right to delete or add to the above areas or venues within the course of the Contract. Any add-ons occurring within the course of the Contract year will be added to the Contract as an addition to the base.

The City may occasionally ask for special cuts to areas other than what is specified above. These cuts shall be billed by the Contractor as a one time occurrence. Amended scheduling of cuts to coincide with City scheduled events shall be billed as a regular cut within the scope of the Contract.

Attachment "C" Additional Acreage

Additional acreage lawn cut- Within the time frame on this contract, it is possible that acreage may be added to the park system. Any additional park land will be within the City limits of Brentwood. Please quote a per acre price per cut for additional acreage.

Price Per Cut: (per acre price) $_____

Frequency: Every 8th Day Pending Weather Demands

Estimate Total Cuts: 34 x $_____ (Price/Cut) = $_____

Additional weedeating/edging within additional acreage – Any additional weedeating that may occur on any addition average that may be added within the time frame of this contract. Please quote weedeating per 500 linear feet.

Price per 500 linear feet of edging/weedeating $_____

Additional acreage bushhogging: Within the time frame on this contract, it is possible that acreage may be added to the park system. Any additional park land will be within the City limits of Brentwood. Please quote a per acre price per bushhogging for additional acreage.

Price Per Cut: (per acre) $_____

Frequency: Once Every Month (April – November)

Estimate Total Cuts: 8 x $_____ (Price / Cut) = $_____

Litter Control - locations of additional acreage.

Price Per Pickup: $_____

Frequency: As specified in cutting frequency

Estimate Total Cuts: 646 x $_____ (Price/Pickup)= $_____

NOTE: This is a sample contract. The title and the wording with the contract will be tailored to the award given. Should one vendor be awarded both the lawn cut and bushhogging portions of the bid, the contract will be for "mowing services". Should two vendors be awarded one part each, the contract will be worded for that service.

Contract for
City of Brentwood Parks Mowing Services

THIS CONTRACT, entered into this _____ day of _____, 2013,

by and between the City of Brentwood, TN, a municipal corporation, hereinafter called the

"City" and _____,

herein after called the "Contractor".

W i t n e s s e t h

In consideration of the mutual promises of the parties hereto, they do agree as follows:

Article 1- Scope of This Contract

The Contractor shall be responsible for mowing, weedeating, and edging all grounds as identified in "Attachment A" and/or "Attachment B". The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services required for providing *mowing, trimming and edging* in strict accordance with the terms and provisions of this Contract and the specifications included as part of the "Contract Documents for City Park Mowing and Bushhogging Services" dated December, 2012.

The Contractor shall call and verify the areas that are ready to receive the work *prior to each mowing season with the Director of Parks and Recreation.* The Contractor shall provide litter control to all areas identified in the attachments *prior to the start of the work as specified in the frequency requirements*. The Contractor shall remove from the site, foreign material collected during the litter control process.

This Contract shall commence July 1, 2013 and end June 30, 2014 unless terminated earlier in accordance with the provisions hereof or renewed. The City shall have the option to renew the Contract for two additional one-year periods beyond the original expiration date of the Contract, should the Contractor wish to continue and the City is satisfied with the performance of the Contractor. Either party, after the first or second year may choose not to renew. Should the Contractor desire to terminate the Contract after the first or second year, the Contractor shall notify the City of its choice within 30 days after the end of the mowing season. The mowing season shall run approximately from March 15 through November 15 of each year.

In performance of this Contract, the Contractor binds itself to the City to comply fully with all provisions, undertakings and obligations hereinafter set forth.

Article 2 - *Changes*

A. The City may, by written order, make changes in the specifications of this Contract with the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before proceeding further. The City shall thereupon promptly investigate the conditions and if it finds that they do materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Expect as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

Article 3-Inspections

All materials, workmanship, and services shall be subject to inspections, examinations, tests and approval by the City at any and all times during the performance of this Contract. The City shall have the right to reject materials and/or workmanship and require replacement or correction. Rejected materials or workmanship shall be satisfactorily corrected without charge therefor. If the Contractor fails to proceed at once with the replacement of materials or such corrective work, then the Contractor shall be liable for all direct cost occasioned in the performance thereof.

Article 4-Site Investigation

The Contractor represents that it has visited the site(s) and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contact.

Article 5-Delays, Damages

If the Contractor refuses or fails to execute the work according to the specified frequencies, as such frequencies may be modified at the City's instruction, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable to the City for any excess costs occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefor.

Article 6-Payment

As consideration for performing all work and services set forth in this Contract, the City agrees to pay the Contractor monthly in accordance with the prices set forth in the Attachment(s) to the bid form as submitted by Contractor and accepted by the City, subject to adjustments provided for herein. Payment will be made within fifteen (15) days after the submission of each invoice

therefor, subject to the additional requirements of *Article 7* regarding *Final Payment*. The Contractor shall submit an invoice on a monthly basis, showing the work accomplished and the amount due.

Article 7-Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all employees and other laborers and subcontractors working for the Contractor pursuant to the Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

Article 8-Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damages, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or any subcontractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

Article 9-Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools and equipment, and shall work such hours, including overtime, and/or holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor materials, supplies, tools and equipment, and/or work additional hours, including overtime, and/or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

Article 10-Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

Article 11-Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Worker's Compensation and Property Damage Insurance.

Each policy shall contain a requirement that, in the event of change or cancellation, thirty (30) days prior written notice be sent by mail to the City. Certificates of Insurance describing the

coverage shall be furnished by the Contractor and shall contain the following express obligations:

Policies providing the following minimum insurance coverage shall be maintained:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$500,000 each occurrence

The Contractor may purchase, at its own expense, such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies.

Article 12-Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Article 13-Subcontracting as Assignment

A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

B. The Contractor shall not award, assign, transfer or pledge any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

C. The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by said Subcontractor, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.

D. The Contractor shall make a condition of all Subcontracts and/or cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards termination of any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

Article 14-Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act for it.

Article 15-Termination of Contract for Cause

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Article 16-Antidiscrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

Article 17-Personnel

The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

Article 18-Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligation incurred in connection herewith, and any other matters covered by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this day and year first above written, the City of Brentwood, Tennessee, by its Mayor, by authority duly given.

CITY OF BRENTWOOD, TENNESSE **CONTRACTOR**

By: _____
Paul Webb, Mayor

By: _____
Authorized Officer Signature

Attest: _____
Deborah Hedgepath, Recorder

Name (print): _____

Approved as to Form and Legality:

Title: _____

By: _____
Roger A. Horner, City Attorney