



October 26, 2024

PROJECT: Full Landscape Maintenance Services

Dear Prospective Bidder:

You are invited to submit a sealed price proposal for the above project. A copy of the Invitation to Bid, Bid Proposal, Terms & Conditions, and Envelope Cover are attached. Please make certain to sign your bid and complete the Conflict of Interest Language in the Terms & Conditions and include with your sealed bid. A bid bond will be required. Proposals must be submitted on the forms provided by the City.

If there are any questions, you may call me at (423) 229-9419.

Sincerely,

A handwritten signature in blue ink that reads "Brent Morelock". The signature is fluid and cursive.

Brent Morelock, CPPO, CPPB  
Procurement Manager

BRM/NE

Attachments

## INVITATION TO BID

Sealed bids for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, November 13, 2024, and at that time publicly opened in the Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All bids will be considered for award or rejection at a later date.

PROJECT: Full Landscape Maintenance Services

A Pre-Bid Conference will be held in the Public Works Conference Room, 609 W. Industry Dr., Kingsport, TN at 10:00 A.M., Eastern Time, November 5, 2024.

A bid bond or certified check in an amount equal to five percent (5%) of the total of the bid is required. Certified checks should be made payable to City Treasurer, City of Kingsport. The successful bidder will be required to execute acceptable Performance and Payment Bonds in an amount equal to one hundred (100%) percent of the contract price.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical and Electrical subcontractor's license number, each date of the license expiration and that part of each classification applying to the bid if the value of work is \$25,000 or greater; (\$100,000.00 or greater for Masonry) if value of the subcontractor's work is less than \$25,000, (\$100,000.00 for Masonry), the bid envelope is to be indicated with the phrase "Subcontractor's bid is less than \$25,000" (\$100,000.00 for Masonry) after each appropriate heading. If no Subcontractor's are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad St., Kingsport, TN 37660, and marked "Full Landscape Maintenance Services". The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB IT: 10/26/24

Chris McCartt  
City Manager

## TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery or completion of service and/or failure to comply with specifications authorizes the City to purchase materials, supplies, vehicles, equipment, or services elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee without regard to its conflict of laws principals.
19. Any dispute arising out of any aspect of this purchase order or a contract shall be litigated in state court in Kingsport, Sullivan County, Tennessee or the federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
20. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
21. This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.
22. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

## 23. CONFLICT OF INTEREST:

- a) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
- b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- d) Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member \_\_\_\_\_
- e) Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If you answered yes please state the name of the employee or board member \_\_\_\_\_
- f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

## 24. DRUG FREE WORKPLACE REQUIREMENTS:

- a) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

## 25. ELIGIBILITY:

- a) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

## 26. GENERAL:

- a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- b) Such offer is genuine and is not a collusive or sham offer.

## 27. IRAN DIVESTMENT ACT:

- a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

## 28. NON-COLLUSION:

- a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

## 29. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

## 30. NON-BOYCOTT OF ISRAEL AFFIDAVIT

- a) Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

I propose to commence the work within 7 calendar days after notification of acceptance of bid and complete the work as specified by the City.

LIQUIDATED DAMAGES

N/A

My Terms are AS PER BID DOCUMENT.

The bidder hereby agrees that the Board of Mayor and Aldermen have the right to reject any and all bids received and to waive any informalities.

Certified check or bid bond is herewith deposited with the City Treasurer, in the sum of 5% of the total bid amount, made payable to the order of City Treasurer of the City of Kingsport, Tennessee, with the understanding that if the bid herewith submitted is rejected, the said check will be returned to the bidder; and if the said bid is accepted by the City of Kingsport, check will be returned to the bidder upon the execution and securing of a contract to do the said work. If awarded the contract to this work, and the bidder refuses or neglects to execute a written contract to do the same and furnish security in the amount required within ten days after being notified that the contract has been awarded to him the certified check shall be forfeited to the City as liquidated damages for such neglect or refusal, and the amount so collected shall be paid into the fund set aside for the City's portion of the cost of the proposed improvement.

The successful contractor shall provide for workman's compensation and comprehensive general public liability insurance in amounts acceptable to the City. The contractor will furnish comprehensive automobile liability insurance and insurance in such form as shall be satisfactory to the City. The contractor shall furnish owner's liability insurance to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of the contract caused in any way by the acts or omissions of the contractor or the contractor's agents, employees, or subcontractor during or in connection with the contract work, excepting bodily injury or death or property damage caused by the sole negligence of the owner, its agents or employees.

We have read and acknowledge the requirements of owner's liability insurance to save and defend the City harmless.

We acknowledge receipt of \_\_\_\_\_ addendum(s) to this project.

BID TO BE SUBMITTED IN DUPLICATE

\_\_\_\_\_  
HANDWRITTEN Signature of Authorized Representative

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tennessee Contractor's License Number

BID MUST BE SIGNED TO BE CONSIDERED

**BID FORM**

**FULL LANDSCAPE MAINTENANCE SERVICES**

TO:           OWNER:     City of Kingsport  
                  ADDRESS:    Procurement Manager, City of Kingsport,  
                                  415 Broad Street  
                                  Kingsport, TN 37660

FROM:  
BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

LICENSE NO: \_\_\_\_\_

LICENSE EXPIRATION DATE: \_\_\_\_\_

THE ABOVE STATED BIDDER IS:

- \_\_\_\_\_AN INDIVIDUAL
- \_\_\_\_\_A CORPORATION
- \_\_\_\_\_A PARTNERSHIP
- \_\_\_\_\_A JOINT VENTURE CONSISTING OF:

\_\_\_\_\_  
\_\_\_\_\_

AND IS LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE FOR THE WORK SPECIFIED.

1.     Having examined the specifications and any addenda prepared by the City of Kingsport entitled "Irrigation & Landscape Maintenance Services", having visited the sites of the proposed work and being completely familiar with the local conditions affecting the cost of the work .
  
2.     I, (We) propose to execute the portion of the work identified as "Base Bid" for the stipulated sum of:  
(sums shall be in written and numerical form)

**Lump Sum Base Bid** (4 Locations) \_\_\_\_\_  
\_\_\_\_\_DOLLARS. (\$ \_\_\_\_\_).



# BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

## PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: \_\_\_\_\_

Project Opening Date & Time: \_\_\_\_\_

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

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's License Expiration Date: \_\_\_\_\_

Contractor's License Classification: \_\_\_\_\_

## PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL OR \$100,000 OR MORE FOR (5) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC OR GEOTHERMAL ENTER "NONE" IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" IN THE NAME SPACE FOR THAT CATEGORY BELOW.

### 1) Electrical

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 4) Geothermal

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 2) Plumbing

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 5) Masonry

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 3) HVAC

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

**City of Kingsport, Tennessee**  
**Full Landscape Maintenance Services**  
**2025 Specifications**

**Statement of Intent**

The Landscape Maintenance Contractor shall anticipate that the City of Kingsport expects the landscape maintenance at these sites to be of the highest quality possible and shall be professionally managed, executed, and performed by experienced personnel.

**Scope of Work – All Areas**

The contractor shall provide all materials, equipment, and labor required to perform all tasks identified within these specifications. The maintenance contractor shall replace or repair, at the contractor’s expense, any plants or turf as a result of the contractor’s direct actions or failure to act to maintain the areas as expected and spelled out in these bid specifications. The contractor shall provide the city with a means of immediate communication regarding emergencies or any other issue that may arise.

**Locations**

- Centennial Park – 245 W. Main St.
- New City Hall Building (former Regions Bank Building) – 415 Broad St. (Note: there is no irrigation at this location)
- Carousel Park – 350 Clinchfield St.

**Scope of Work for Landscaping Areas**

The landscape Contractor is expected to perform the described work a minimum of **every two weeks** during the growing season except for the required Spring and Fall clean-ups to be done once a year.

- A. Weed Control
  - A. At each visit hand-pull or spray any visible weeds from landscaped bed areas. In addition, the tops of any weeds over 6 inches in height must also be physically removed as not to cause an unsightly appearance.
  - B. Any visible weeds growth along the curb line, sidewalks, roads, or parking area (if present and in contact with the landscaped bed) must be removed or sprayed as not to cause an unsightly appearance.
  - C. Care must be taken to ensure no damage to the surrounding trees, shrubs, groundcover, perennials or turf occurs during any maintenance efforts.
- B. Herbicide and Pesticide Applications
  - A. All herbicide and pesticide applications must performed by a company Chartered by the Tennessee Department of Agriculture.
  - B. All herbicides and pesticides (restricted and/or non-restricted) shall only be applied by a Tennessee Department of Agriculture Certified Applicator.

- C. All herbicide and pesticide applications must be in strict accordance with the manufacturer's recommendations as well as all Local, State and Federal regulations.
- D. Weather conditions must be conducive for all pesticide applications.
- E. All pesticide and herbicide applications must be documented in writing and submitted to the City Representative on a monthly basis and shall contain at minimum the following information:
  - a. Application date(s)
  - b. Application site(s)
  - c. Applicator(s) name
  - d. Target pest(s)
  - e. Object(s) treated
  - f. Pesticide(s) used
  - g. Total use dilution volume
  - h. Application rate(s)
  - i. Dilution percentage/rate(s)
- F. The contractor is responsible for any chemical damage or existing landscape plants and may be required to replace them at their expense if so deemed by the city representative.
- C. Watering
  - A. The Landscape Contractor shall be responsible for monitoring the moisture levels in the bed areas and report to the City Representative any problems that may be present during the maintenance visits.
- D. Tree, Shrub, Ornamental Grasses, Groundcover, and Perennial Care
  - A. Trees
    - a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
    - b. At each visit remove all sucker growth from tree trunks. Pruning cuts shall be made in an appropriate manner as not to further damage the trees.
    - c. Notify City Representative of any dead, dying, or major damage in the trees. The entire tree is only to be removed upon direction by the city representative.
    - d. All trees must be maintained in a stable upright position by means acceptable to the City Representative.
  - B. Shrubs
    - a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
    - b. At each visit prune away any wayward, dead, or broken branches.
    - c. Notify City Representative of any dead, dying, or major damage. The entire shrub is only to be removed upon request.
    - d. Periodically, but only as necessary, some shrubs may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.
  - C. Ornamental Grasses

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
  - b. At each visit prune away any wayward, dead, or broken blades.
  - c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
  - d. Periodically, but only as necessary, the ornamental Grass may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.
- D. Groundcover
- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
  - b. At each visit prune away any wayward, dead, or broken growth.
  - c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- E. Perennials
- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
  - b. At each visit prune away any wayward, dead, or broken growth.
  - c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- E. Mulch
- A. Landscaped beds shall only be mulched with a clean, fresh layer of ***shredded pine bark mulch***. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
  - B. All mulched beds must be maintained at a depth of ***no less than two (2) inches*** and no greater than four (4) inches.
  - C. Care must be taken to prevent contact with the trunks of any trees.
  - D. At times the Landscape Maintenance Contractor may need to re-edge and reapply mulch to the beds if there are any issues of mulch washing out of the bed area.
  - E. All trees under 1 foot in diameter will also need to be mulched in these areas even if in turf areas.
- F. Spring Clean-up (Between date the contract is awarded to April 15)
- A. Edging
    - a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
    - b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.
  - B. Mulching
    - a. ***Shredded Pine Bark Mulch*** shall be applied. Once applied, all beds must have a mulch depth of no less than (2) inches and no greater than four (4) inches

- b. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
- c. Care must be taken to prevent contact with the trunks of any trees.

C. Fertilization

- a. All plant material shall be fertilized with a low nitrogen, slow release product agreed upon by the Landscape Contractor and the City Representative.
- b. Fertilizer applications must be fully documented and submitted to the City Representative as to type, rate of application and total amount used.

D. Pruning

- a. General - All plant material shall be properly pruned to promote **a natural look**, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
- b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that all roadway signage remains visible to traffic. At no time shall any tree be topped. Crepe Myrtles (if present) may require the removal of seed heads and/or crown reduction to promote flowering.
- c. Shrubs – Any Spring flowering shrubs shall be pruned, but at a date after the blooms are spent.
- d. Ornamental Grasses – Removal of all seed heads as well as removal of last year's growth to just above the base of the plant
- e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
- f. Perennials – To include any spent seed heads and any of last year's spent growth.

E. Leaf Collection

- a. Collect and remove any previous leaf debris accumulation from all landscape bed areas prior to mulching.

G. Fall Clean-up (To be performed once between November 1 and December 1)

A. Edging

- a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
- b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.

B. Mulching

- a. No Fall Mulching shall be required as long as two (2) inches of depth was maintained.

C. Fertilization

- a. No Fall Fertilization shall be required

D. Pruning

- a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches.

Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.

- b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that that all roadway signage remains visible to traffic. At no time shall any tree be topped.
  - c. Shrubs - Prune away any wayward, dead, or broken branches. No major pruning should occur on shrubs that have set bloom for the following season.
  - d. Ornamental Grasses – Prune away any wayward, dead, or broken blades
  - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
  - f. Perennials – To include any spent seed heads and any of last year’s spent growth.
- E. Leaf Collection – After all leaves have fallen, rake or blow **and collect** leaf debris accumulation from all landscape bed areas.

**A. Scope of Work for Mowing Areas**

- 1. All sites shall be mowed and trimmed at regular intervals to maintain a neat and uniform appearance.
- 2. Mowing shall occur approximately one time per week at each site and **in no case shall more than 10 calendar days pass between mowing** at each site unless approved or directed by the City.
- 3. The City reserves the right to postpone mowing operations when weather or other conditions necessitate a reduction of the mowing services. If mowing is suspended, the Contractor will not receive compensation. Payment is due only for services provided.
- 4. **Sites shall be trimmed every time they are mowed** at the same time they are mowed.
- 5. Each cutting/trimming shall be completed the same day or next day they are started.
- 6. All litter in the mowing areas such as paper, cans, bottles, branches, etc. **must be picked up and disposed of prior to mowing or trimming.**
- 7. All non-turf areas such as sidewalks, parking lots, streets, landscaping beds, etc. shall be free of clippings and cutting debris via means of blowers, sweepers, or other equipment.
- 8. All work must be performed within the codes, standards, and municipal ordinances, and must meet all federal, state and local regulations.
- 9. All employees working for the Contractor must wear the proper clothing and safety equipment.
- 10. The Contractor shall be responsible for providing and for the placement of any safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles in accordance with the U.S. Department of Transportation (DOT) Manual on Uniform Traffic Control Devices (MUTCD), and/or applicable state and local laws and regulations.
- 11. All work shall only be conducted Monday through Saturday and only during the hours of daylight to dusk.
- 12. All mowing equipment shall be mechanically sound and reliable.
- 13. All mower decks shall be equipped with discharge chutes **which must be in place at all times when mowing.**
- 14. All blades will be sharp and properly adjusted for height and cutting sharpness.

15. Mowers are to be set to cut at a minimum of 2 ½" inches and no greater than 3 ½" inches. Mowing height can vary within the range depending on growth rates, moisture, grass type, and other factors as approved by the City.
16. All machinery shall be operated by trained and qualified personnel.
17. Prior to mowing, **all litter and loose debris shall be removed from the mowing areas.** At no time shall any litter be mowed over.
18. All items of a permanent nature shall be left in place and mowed/trimmed around. This is especially important in any cemetery sites. If a question arises as to whether or not an item can be moved, the Contractor shall immediately contact the City for direction.
19. Care shall be taken when mowing any areas where the public is present. This is extremely important in any park areas where children are present.
20. Mowing patterns should be changed regularly to avoid rutting.
21. Mowing shall be coordinated to prevent the depositing of mowing debris into planters, landscape beds, playground structures, etc., as possible. Any clippings blown into these areas shall be removed immediately.
22. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, etc., and **the Contractor shall be responsible for any damage caused by its operations.**
23. Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
24. Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, play areas, next to buildings, trash cans, benches, and any other obstacles to provide a neat and even appearance to the entire site.
25. All turf terminations at sidewalks, paved areas, and landscape beds shall be neatly trimmed to prevent overgrowth.
26. Care shall be taken as not to damage any obstacle including trees by string trimming.
27. The Contractor shall provide the City with a means of immediate communication regarding emergencies or any other issue that may arise.

#### B. Trash Removal and Cleanup

- B. At each visit all litter, trash and unwanted debris will be removed from the landscaped beds and immediately surrounding areas (Minimum of 5 feet).
- C. All litter and debris created by any of the above functions will be transported from the site and disposed at the Landscape Contractor's expense.

#### C. Traffic Control

- D. Effective means for controlling pedestrian and vehicular traffic shall be instituted on every job site where necessary in accordance with U.S. Department of Transportation (DOT) Manual on Uniform Traffic Control Devices (MUTCD), and/or applicable state and local laws and regulations.

#### A. **Scope of Work for Irrigation System(s)**

1. The contractor shall be responsible for maintaining a properly functioning irrigation system including startup and winterization of the system.

## 2. Startup

- a. Startup of the irrigation system shall take place between March 15<sup>th</sup> and April 1<sup>st</sup> or when the average night time temperature is above 24 degrees Fahrenheit for a period of two weeks.
- b. Reinstall the backflow preventer that has been stored for winter and inspect for leaks.
- c. Inspect each of the system's zones for leaks. Do **not** make repairs to the system. Report any needed repairs to City of Kingsport personnel. The City of Kingsport shall be responsible for making repairs to the system.
- d. Ensure all sprinkler heads pop-up all the way and fully retract when the water is turned off.
- e. Make sure all heads direct water to landscape and lawn areas instead of impervious surfaces such as concrete.
- f. Inspect the irrigation controller, ensuring the clock is set for the proper day of the week and time of the day.
- g. Program the irrigation controller to provide adequate watering to the landscape and lawn areas.
- h. Replace the batteries in the controller, if applicable. It is recommended that the batteries are replaced at the beginning of each operating season.

## 3. Routine Bi-weekly Inspections

- a. Inspect the irrigation system on a **bi-weekly basis** for leaks and broken parts. Do **not** make repairs to the irrigation system. Report any leaks or broken parts to City of Kingsport personnel for repair.
- b. Ensure the irrigation system is providing adequate water and coverage to the landscape and lawn areas. Adjust the irrigation clock and sprinkler heads accordingly so that adequate water is supplied to the areas.
- c. In irrigation systems where the clock runs solely on battery power, ensure the batteries are fully operational. Change batteries if needed.

## 4. Winterization

- a. Winterization shall take place between November 1<sup>st</sup> and November 15<sup>th</sup>
- b. Turn the irrigation controller to the off position and shut off the water supply to the irrigation system.
- c. Remove water from the irrigation lines and sprinklers.
- d. Remove the backflow preventer and contact city personnel for proper storage until spring.

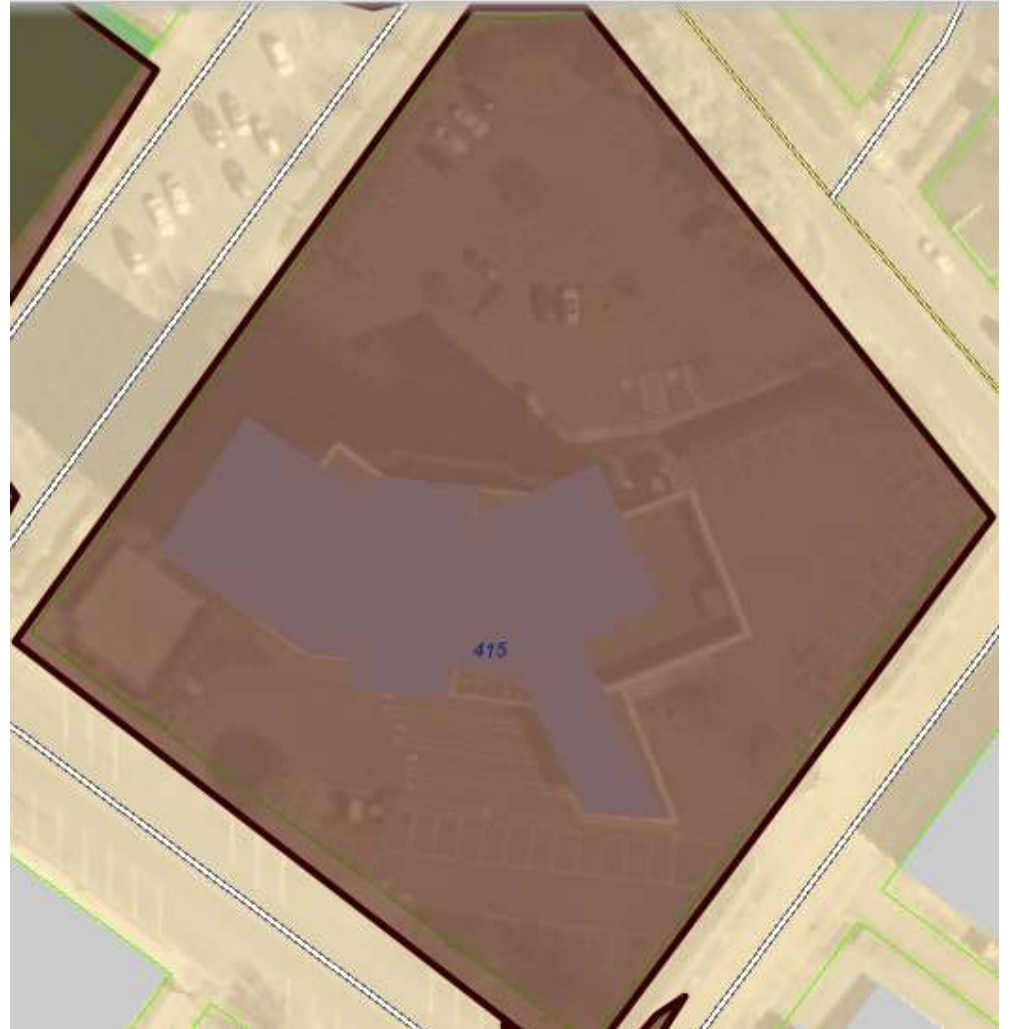
## 5. Renewal Option

- a. The contract will be awarded for a period of one year with a renewal option on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties. The City reserves the right to rebid at the end of a contract period.

City Hall  
415 Broad St.

To include:

- Maintenance of all landscape beds
- Mowing and Weed eating
- Weed Control
- Litter pick up prior to mowing
- Blowing off parking lot and sidewalk areas
- Fertilizations of lawn areas and landscape beds



# Centennial Park

To include the following services:

- Irrigation Maintenance
- Fertilizations of lawn areas and plant material
- Landscape bed maintenance
- Mowing and weed-eating
- Litter pick up prior to mowing
- Blow off of hard surfaces after mowing



## Carousel Park

To include the following:

- Irrigation Maintenance
- Landscape Bed Maintenance
- Mowing and Weed-eating – **No mowing is allowed on Wednesdays or Saturdays while the Farmers Market is open**
- Litter pick up prior to mowing.
- Blowing off of hard surfaces after mowing

