



**Invitation For Bid
TAC185D Drainage Mowing and Trimming
Streets and Stormwater Department
Issued: January 26, 2017**

**City of Tulsa,
Oklahoma**
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02-09-2017

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

The following changes have been made.

Under General Requirements, the third paragraph changed to, "The Seller shall not apply nor cause to be applied chemicals, herbicides (weed killers), insecticides, fungicides or fertilizers without written approval from the section representative. All chemical tanks will be subject to random testing by storm water/vegetation maintenance section or the Oklahoma Department of Agriculture. Under no circumstance will application of herbicide be allowed in tree wells."

Under General Requirements, the fourth paragraph changed to, "The Seller shall. . ."

Under General Requirements, the seventh paragraph changed to, "Any approved sub-contractor shall meet the same requirements of these specifications (insurance, licensing, performance, applicable bonds . . .) as the Seller."

Under General Requirements, the eighth paragraph changed to "The volume of work is not guaranteed and is dependent on need and available funding."

Under General Requirements, the ninth paragraph changed to, "The Seller shall be responsible for compliance with all applicable federal, state and municipal laws and ordinances and shall be subject to product testing of chemicals used. Such test(s) may be conducted at any time by the City of Tulsa and / or the Oklahoma State Department of Agriculture."

Under Specifications, item A changed to, "Initial property clean-up: Prior to the Seller's first mowing and trimming, the property will be initially cleaned of litter, debris, dead limbs, etc. by the City."

Under Specifications, item B. changed to, "Grounds mowing: all turf must be mowed every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative during the months of April through October at a height of four (4) inches, with a fine cut mowing blade (no brush hog-type mowers). . ."

Under Specifications, item D. changed to, "Litter: The Seller shall remove all litter from the site before each mowing and at least once every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative. Exceptions shall be where, given proper notification by Seller prior to mowing, the City will perform cleanup of excessively large amounts of litter which resulted from dumping and or redistribution by nature (e.g. high winds, water. . .). Litter receptacles are to be provided and emptied by the seller as needed. All grass and leaf clippings shall be swept and removed from sidewalks, bicycle paths, jogging trails, streets, and maintenance trails after mowing. Some sites may be excused from the litter receptacle requirement by the section supervisor."

Under Specifications, item E. changed to, ". . . Seller shall notify the storm water and vegetation management section representative of all hazards found within the mowing area. Seller shall immediately notify the storm water and vegetation management section representative of hazards which may affect the safety of the public and which need to be corrected by the City."

Under Specifications, item F. changed to, "Damaged property: The Seller shall immediately notify the storm water and vegetation management section representative of damaged plant materials resulting from mechanical injury or storm damage and of any hazardous conditions. The Seller shall be responsible for repairs. . ."

Under Specifications, item H. changed to, "Location Security: Seller shall secure the location by closing and locking the location access gate(s) when leaving unattended, and /or after completing work in, the immediate area. Seller will be penalized for failing to comply with this requirement. Violation of this requirement must be observed recorded by the storm



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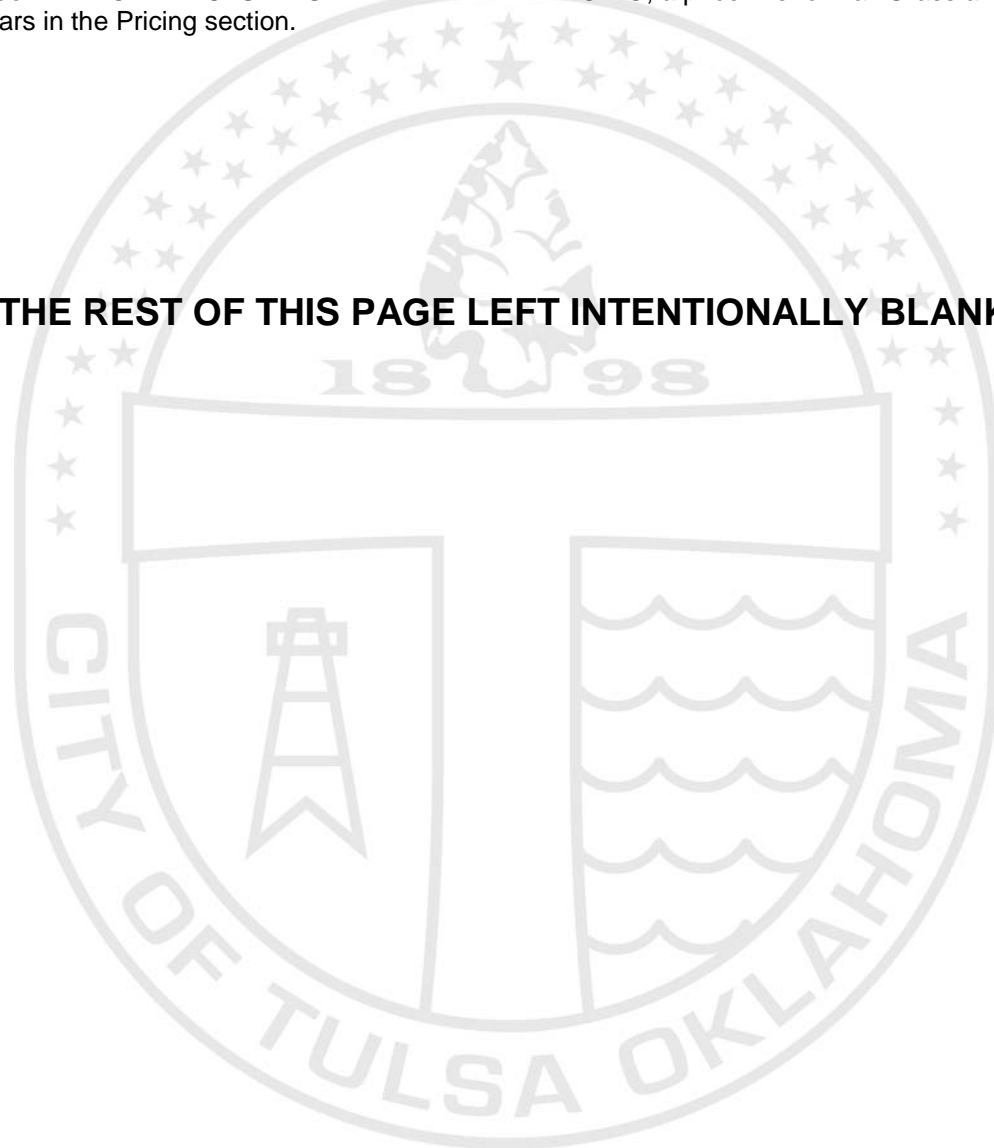
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water/vegetation management section's representative within 24 hours of Seller's departure from the area in close proximity to the location access gate(s)."

On "Exhibit A", under BID FORM INCLUDING DELIVERY AND PRICING, locations for Earthen and Lined Channels have been combined into one category of work.

On "Exhibit A", under BID FORM INCLUDING DELIVERY AND PRICING, a price line for Tall Grass and Narrow Access Mowing now appears in the Pricing section.

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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC185D

DESCRIPTION: Drainage Mowing and Trimming (Commodity Code(s): 988-36)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday February 22, 2017, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Terry Thomas

tthomas@cityoftulsa.org

Include **IFB TAC185D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **IFB TAC185D Drainage Mowing and Trimming** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date: **Wednesday, February 8, 2017; Time 1:00 CST**

Location: **4502 South Galveston, Conference Room**

Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____



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FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC# 185D Drainage Mowing and Trimming

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional **Four (4) one (1) year term(s)**. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: _____

To CITY: _____

City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: _____

Terry O. Thomas, Buyer, 175 E. 2nd Street, Suite 575, Tulsa, Oklahoma 74103

18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding



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payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ▶ _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () - _____
Telephone Number Fax Number Email Address

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

Date: _____

City Clerk

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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- O. “Seller” shall mean the Bidder whose Bid City selected and awarded a contract.
- P. “You” or “Your” shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. “Website” shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.
3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
 - B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
 - D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 - 1. City Hall closed for business for part or all of the day on the date the response was due;
 - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
 - E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
 - F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
 - G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
 - H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
 - I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
 - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
 - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
 - B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid



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Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: Yes: X No: _____

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: _____ No: X

B. Performance Bond. If the box is checked "Yes," the Performance Bond is required:



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Yes: ___ No: X

6. **References.** If the box is checked "Yes," References are required:

Yes: X (4 references) No: ___

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____



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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the contract period, as nearly as possible, to purchase services, for the City of Tulsa's Streets and Stormwater Department, storm water/ vegetation management section, from the firm(s) to which the contract is awarded, to furnish labor, materials, equipment, supplies, transportation and management to perform drainage mowing and trimming.

GENERAL REQUIREMENTS:

The seller shall furnish all of the materials and perform all of the work to be undertaken. The authorized representative must be provided with a valid phone number and address of the seller at all times.

All materials, tools and equipment used in performing the conditions outlined will be furnished by the seller and must be removed from the site at the end of each working day or upon the request of the storm water/vegetation management section or its authorized representative at any time.

The Seller shall not apply nor cause to be applied chemicals, herbicides (weed killers), insecticides, fungicides or fertilizers without written approval from the section representative. All chemical tanks will be subject to random testing by storm water/vegetation maintenance section or the Oklahoma Department of Agriculture. Under no circumstance will application of herbicide be allowed in tree wells.

The Seller shall notify the authorized representative of the storm water/ vegetation management section at least twenty-four (24) hours prior to conducting maintenance operations.

If a contract violation is determined by the storm water/ vegetation management section representative, he/she can stop the work until the correction is addressed. Failure to correct contract violations (touch up work completed within 5 working days) shall give the City of Tulsa the right to terminate the contract.

The work may not be sub-contracted to any other company or individual without requesting such in writing and receiving prior written consent from the City's Streets and Stormwater Department, storm water / vegetation management section representative.

Any approved sub-contractor shall meet the same requirements of these specifications (insurance, licensing, performance, applicable bonds . . .) as the Seller.

The volume of work is not guaranteed and is dependent on need and available funding.

The Seller shall be responsible for compliance with all applicable federal, state and municipal laws and ordinances and shall be subject to product testing of chemicals used. Such test(s) may be conducted at any time by the City of Tulsa and / or the Oklahoma State Department of Agriculture.

Payment Prerequisite:

The city shall make payment to the seller on all approved invoices submitted to the finance/accounts payable division. The seller shall submit to the section representative a completed work report to verify work completed at each site. The section representative shall sign and retain the work list for verification of submitted invoices. Invoices will not be approved for payment without this verification. The seller shall submit copies of all invoices to the section representative.

Location Security Violation:

For each violation of the Location security requirement, Seller will pay City \$50.00.



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SPECIFICATIONS:

In accordance with these specifications and/or as directed by the storm water/vegetation management section's representative, the seller shall be responsible for:

- A. **Initial property clean-up:** Prior to the Seller's first mowing and trimming, the property will be initially cleaned of litter, debris, dead limbs, etc. by the City.
- B. **Grounds mowing:** all turf must be mowed every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative during the months of April through October at a height of four (4) inches, with a fine cut mowing blade (no brush hog-type mowers). Mowing height may be adjusted only by written directive by section supervisor.
- C. **Weeds/grass trimming:** remove or spray grass and weeds growing around trees, poles, sidewalks, trails, culverts, or bridges at least once every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative. All trimming must be completed within 48 hours of mowing each site. Edging must be performed along curb lines, concrete structures, pads and sidewalks every four (4) or six (6) weeks unless needed more often. Turf clippings that are heavy or smothering after mowing are to be removed.
- D. **Litter:** The Seller shall remove all litter from the site before each mowing and at least once every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative. Exceptions shall be where, given proper notification by Seller prior to mowing, the City will perform cleanup of excessively large amounts of litter which resulted from dumping and / or redistribution by nature (e.g. high winds, water. . .). Litter receptacles are to be provided and emptied by the seller as needed. All grass and leaf clippings shall be swept and removed from sidewalks, bicycle paths, jogging trails, streets, and maintenance trails after mowing. Some sites may be excused from the litter receptacle requirement by the section supervisor.
- E. **Hazard removal/hazard notification:** pick up and remove all broken glass from sidewalks and other hard surfaces and turf areas as needed, but at least once every fourteen (14) days or twenty-one (21) days as directed by the storm water/vegetation management section's representative prior to mowing. Seller shall notify the storm water and vegetation management section representative of all hazards found within the mowing area. Seller shall immediately notify the storm water and vegetation management section representative of hazards which may affect the safety of the public and which need to be corrected by the City.
- F. **Damaged property:** The Seller shall immediately notify the storm water and vegetation management section representative of damaged plant materials resulting from mechanical injury or storm damage and of any hazardous conditions. The Seller shall be responsible for repairs on all plant materials damaged by his employees or equipment during maintenance performance and be responsible for replacement of all trees, shrubs and groundcovers destroyed by seller's employees and equipment during performance of maintenance work. The City of Tulsa representative will determine the degree of damage. Seller will confer with the storm water/vegetation management representative before replacement of any dead or damaged materials to be planted. Turf damage will be corrected including reseeding or sodding of the damaged areas at the seller's expense. The seller will be responsible for repairs to all



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damage to irrigation systems, which occurs due to mowing operations. The seller will be responsible to repair or replace private property including fences, turf, plants, irrigation systems, etc. caused by damage from activities of this contract.

- G. **Additional locations:** additional mowing locations may be added over the course of the contract and shall be mowed at the per acre rate after the initial clean-up of each location.

- H. **Location Security:** Location Security: Seller shall secure the location by closing and locking the location access gate(s) when leaving unattended, and /or after completing work in, the immediate area. Seller will be penalized for failing to comply with this requirement. Violation of this requirement must be observed recorded by the storm water/vegetation management section's representative within 24 hours of Seller's departure from the area in close proximity to the location access gate(s).

Section Representative:

All work is coordinated by, reported to, and approved for payment through the section representative(s). The storm water/vegetation management section representative will be available for consultation from the start of the contract until its completion. Section representative(s) will answer any questions about the maintenance areas.

Location Descriptions:

Acquisition Lots

Code	Name	Address	Acres
AL1006	Mingo	200 South 94 East Avenue	90.00
AL1007	Audubon	3000 South 86 East Avenue	11.30
AL1008	Coal Creek	5200 E Woodrow	3.17
AL1009	Crow Creek	3200 South Detroit	0.54
AL1010	Flatrock	4100 N Lewis	7.20
AL1011	Flatrock	2735 E 49 Street N	1.50
AL1012	Dirty Butter	100 E Tecumseh	0.46
AL1013	Dirty Butter	1520 N Denver	0.45
AL1015	Harlow Creek	4500 W Easton	1.66
AL1016	Garden City	3700 South Galveston	5.10
AL1029	Sweetbriar East Extension	7700 South 73 East Avenue	0.75
AL1030	Springdale	1800 N Wheeling	26.00
AL1031	Apache Street Bridge	900 E Apache	7.10
AL1032	Holiday Park	10759 E Admiral Place	26.00
AL1033	Cherokee Pool Lot	1632 South 119 East Avenue	0.16
AL1034	Kingston Sump	6100 E Reading	2.00
AL1035	Redfork	4500 South Yukon	1.60
AL1036	Mingo 11 Street TO 17 Street	1100 South 94 East Avenue	18.00
AL1037	Service Center	4502 South Galveston	11.30
AL1038	Cooley Lake	12326 E Archer	40.00



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Code	Name	Address	Acres
AL1039	Vern Rayburn	4700 W 8 Street	4.00
AL1040	Carmen Ministries	8500 South Memorial	3.50
AL1042	Dirty Butter	2200 N Lansing	2.50
AL1043	Xyler Detention Lot	2301 N Atlanta Ct	1.00
AL1044	Sungate Lots	6898 E 56 Street	0.75
AL1045	Mill Creek	5950 E 11 Street	2.40
AL1046	Hager Flood Buyout	8502 South Elwood	11.00
AL1048	Upper Mingo Lots	6519 South 78 East Avenue	1.00
AL1050	House Lot	2625 E 22 Place	0.50
AL1051	Dirty Butter	1726 E 31 Place N	1.00
AL1052	Lot 9 Block 1 Walter Foster Addition	4154-6 E 33 Street	0.30
AL1053	Elm Creek Acquisition	1404 E Admiral Place	0.20
AL1054	Eastland	2150 South 120 East Avenue	1.50
AL1055	Lot 18 Block 6 Midway Addition	1623 E 4 Street	0.20
AL1056	Cooley Lake B	11391 E Archer Street	4.70
AL1057	Cooley Lake C	1003 N 129 East Avenue	10.00
AL1058	Hager Acquisition	8901 South 33 W Avenue	3.80
AL1059	Lot 6 Block 1 Lynn Lane Estates	17212 E 11 Street	7.30
AL1060	Valley View Lot	531 E 51 Place N	0.25
AL1061	Lot 19 Block 1 Bridle Trails Estates	10524 South 77 East Avenue	1.00
AL1062	Kingsbury II Reserve A and B	9200 South 71 East Avenue	3.00
AL1063	Lot 8 and 9 Magic Circle	1746 South 110 East Avenue	0.50
AL1064	Lot 9 Block 3 Meadowbrook Heights	405 South 129 East Avenue	0.50
AL1065	Dirty Butter Trail Acquisition	675 E Tecumseh	6.61
AL1066	Valley View Lot	410 E 58th Street N	0.25
AL1067	Darlington Acquisition	2100 N Darlington Avenue 2207 N Darlington Place	4.15
AL1068	Vienna Woods Drainage Acquisition	6929 South Knoxville Place	0.25
AL1069	5525 E Ute	5525 E Ute	0.50
AL1070	1225 South 141 East Avenue	1225 South 141 East Avenue	0.30
AL1071	13311 E 27 Street South	13311 E 27 Street South	0.25
AL1072	Lot 11 and 12 Hackathorn Addition	423 South Trenton	0.32
AL1073	Lot 14 Block 4 Town and Country	3829 E 72 Street	0.70
AL1074	Crow Creek Acquisition	1030 E 32 Place	0.32
AL1075	Magic Circle Acquisition	1722 South 106 East Avenue	0.25
AL1076	Lot 2 Block 7 Walnut Creek III	3027 E 82 Street	2.25
AL1077	Voluntary Flood Acquisition	9550 E Latimer Street	0.34
AL1078	Lot 1 Block 1 Mountain Manor 2	2929 W 53 Street	0.25



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Code	Name	Address	Acres
AL1079	Lot 29 Block 15 Magic Circle	1820 South 106 East Avenue	0.25
AL1080	Lot 24 Block 1 Rustic Hills	5817 South New Haven	0.25
AL1081	Castles Acquisition	3815 E 58 Street	0.81
AL1082	Bridle Trails Estates Acquisition 2	10209 and 10221 South 76 East Avenue	2.10
AL1083	Lot 2 Block 1 Southridge Estates 3	7255 South Pittsburg	0.50
AL1084	Lewiston Gardens Acquisition	2415 E 18 Street and 2412 E 17 Place	0.25
AL1086	4415 E 38 Street	4415 E 38 Street	0.25
AL1087	Elm Creek Acquisition	1536 E 8 Street	0.25
AL1088	Elm Creek Acquisition	1007 E 5 Street	0.25
AL1089	Crow Creek Acquisition	3202 South Peoria Avenue	1.15
AL1090	Arrowwood Acquisition	4508 E 39 Street	0.17
AL1091	BS Roberts Park	1000 N Greenwood	9.44
AL1092	Kirkmore Acquisition	2550 – 2552 South Jamestown	0.50
AL1093	Coal Creek Acquisition	1041 N Oswego	0.25
AL1094	2818 E 38 Street	2818 E 38 Street	0.50
AL1097	Hammond Acquisition	3812 E 58 Street	0.65
AL1098	Lyons Donation	7600 E 83 Street	0.30
AL1100	Tupelo Acquisition	2127 South 125 East Avenue	2.37
AL1101	Lewiston Gardens Acquisition	2431 E 17 Place	0.25
AL1102	Lot 17 Block 1 Rustic Hills	3916 E 59 Street	0.50
AL1103	Acquisition Lot	2920 South Delaware Avenue	0.25
AL1104	Pete Rose Acquisition	522 South 90 East Avenue	0.25
AL1105	TDA Lot	1201 E 5 Street	0.14
AL1106	TDA Lot	1020 E 5 Street	0.16
AL1107	TDA Lot	1115 E 5 Place	0.16
AL1108	TDA Lot	507 South Norfolk Avenue	0.30
AL1109	TDA Lot	1645 N Greenwood Place	0.57
AL1110	TDA Lot	1643 N Greenwood Avenue	0.32
AL1111	TDA Lot	2143 N Lansing Avenue	0.31
AL1112	TDA Lot	630 E Seminole Place	0.91
AL1113	TDA Lot	557 E Seminole Place	0.21
AL1114	TDA Lot	240 E Ute Place	0.41
AL1115	TDA Lot	232 E Ute Place	0.41
AL1116	TDA Lot	2129 N Garrison Place	0.34
AL1117	TDA Lot	2148 N Garrison Place	0.20
AL1118	TDA Lot	5808 N Frankfort Avenue	0.18
AL1119	Rockford Acquisition	703 N Rockford Avenue	0.23
AL1120	Bridle Trails West	10115 South 76 E Avenue	0.82



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Code	Name	Address	Acres
AL1121	Bridle Trails East	10112 South 77 E Avenue	0.89
AL1122	Pearl District Acquisition	702 South St Louis Avenue	0.25
AL1123	Parkview Acquisition Lot	2116 W Easton Street	1.88
AL1124	Dirty Butter Acquisition Lot	316 E Virgin Street N	0.27
AL1125	Coal-Acquisition	3025 N Erie Avenue	10.45
AL1126	Haikey Acquisition Lot	9300 South Mingo Rd	6.10
AL1127	Mill Creek	8526 E 12 Street	0.41
AL1128	Fred Creek I Acquisition Lot	3832 E 72 Street	0.79
AL1129	Fred Creek II Acquisition Lot	3714 E 72 Street	0.75
AL1130	Lot 8 Block3 Crow Acquisition Lot II	2142 South Delaware Court	0.17
AL1132	West Park Acquisition Lot	2424 E 4 Street South	0.18
AL1133	Bridle Trails Estate North	7463 E 101 Street South	2.81
AL1134	Hager A	201 W 81 Street (N Side of 81 Street South)	2.46
AL1135	Hager B	260 W 81 Street (S Side of 81 Street South)	1.33
AL1136	Hager C	260 W 81 Street South	1.19
AL1137	Hager D	245 W 81 Street South	2.52
AL1138	Owen	6 South Quanah Avenue	0.18
AL1139	Angel Wing	7100 South Union Avenue	4.37
AL1140	Southridge Estates A	4330 E 74 Place South	0.34
AL1141	Southridge Estates B	4322 E 74 Place South	0.34
AL1142	Walnut Creek A	8201 South Gary Avenue	0.21
AL1143	Park Dale A	708 South Trenton Avenue	0.16
AL1144	Park Dale B	710 South Trenton Avenue	0.16
AL1145	Crow Creek A	1031 E 33 Place South	0.10
AL1146	Owen II	18 South Quanah Avenue	0.06
AL1147	Sunset Terrace	2804 South Cincinnati	0.40
AL1148	Central Park Place	511 South Madison Avenue	0.08
AL1149	Ranch Acres	3908 South Evanston	0.52
AL1150	Harte's Resub	2620 E 22 Street	0.24
AL-1151	Owen III	32 South Quanah Avenue	0.18

Detention Ponds

Code	Name	Address	Acres
DB3001	Walnut Creek	3200 E 85 Place	1.15
DB3002	Shadow Mountain	7300 E 61 Place (Two Ponds)	0.81
DB3003	Wedgewood VI	6300 South 109 East Avenue	2.68
DB3004	Livingstone Park	6100 South Richmond	3.27
DB3005	Shadow Mountain	6614 E 65 Place	0.30
DB3006	Sheridan Park Pond	10400 South 67 East Avenue	3.00



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Code	Name	Address	Acres
DB3007	Osage Detention Pond	1101 W Pine Street	35.00
DB3008	Airport Industrial Center	1100 N 143 East Avenue	2.65
DB3009	Airport Industrial Center	1200 N 143 East Avenue	1.10
DB3010	Brookwood II	8300 South Urbana	4.88
DB3011	Bishop Tract	3600 South 103 East Avenue	32.75
DB3012	Burning Tree	6400 South 89 East Avenue	1.00
DB3013	Burning Tree	6600 South 90 East Avenue	1.00
DB3014	Chimney Hills S Extention	9100 South 69 East Avenue	3.00
DB3015	Chimney Hills - B	8700 South 72 East Avenue	0.74
DB3016	Chimney Hills	9100 South 72 East Avenue	2.27
DB3017	Fieldstone	5500 E 115 Street	1.83
DB3018	Highfield	4200 E 109 Street	1.47
DB3019	Livingstone Park	6500 South Pittsburg	0.28
DB3020	Oakleaf B	8800 E 91 Place	2.75
DB3021	Oakleaf B	9100 South 85 East Avenue	2.86
DB3022	Porkchop (Metcalf)	1200 South Mingo Rd	41.87
DB3023	Park Plaza East III	3700 South 130 East Avenue	11.25
DB3024	Pleasant Valley East	8100 South Joplin	2.41
DB3025	Shadow Mountian A	6900 South 78 East Avenue	0.35
DB3027	Silver Oaks III	7800 South Urbana	0.68
DB3028	Summerfield A	3600 South 137 East Avenue	1.83
DB3029	Summerfield B	3300 South 141 East Avenue	1.03
DB3030	Summerfield C	3300 South 137 East Avenue	0.88
DB3031	Sun Meadow II	9700 South Yale	2.00
DB3032	Sweetbrier E Extention	7528 E 77 Street	1.20
DB3033	Town Center II	4500 South Garnett	8.19
DB3034	Wedgewood VIII	6100 South 110 East Avenue	3.40
DB3035	Whispering Meadows	2800 South 123 East Avenue	13.22
DB3036	Woodland Meadows	8100 South 86 East Avenue	1.98
DB3037	Woodland Meadows	7700 South 88 East Avenue	1.37
DB3038	Woodland Hills Mall	6600 South 90 East Avenue	12.04
DB3039	Woodland View Park South	6100 South 87 East Avenue	1.24
DB3040	Tupelo	1500 South 115 East Avenue	33.00
DB3041	Proposed Detention Pond	2100 South 119 East Avenue	5.00
DB3042	Minshall Park II	7600 South Sheridan	7.50
DB3043	Mayfair	5100 W 1	7.50
DB3044	Alsuma	4800 South 101 East Avenue	8.50
DB3047	Greenwood	701 E Marshall Street	9.50



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Code	Name	Address	Acres
DB3048	Bridal Trails	9800 South 74 East Avenue	22.90
DB3050	Greenwood	620 E Latimer Street	9.50
DB3051	Woodland Hills South	7400 South 89 East Avenue	10.40
DB3052	Woodland Hills South	7400 South 88 East Avenue	7.20
DB3053	Woodland Hills South	7400 South 87 East Avenue	6.20
DB3054	Glen Eagles	6100 South 94 East Avenue	25.00
DB3055	Park Terrance South II	3900 South 117 East Avenue	0.76
DB3057	Jones Detention Pond	1400 South 77 East Avenue	14.60
DB3058	Detention Pond - Camelot	10300 South Granite	9.00
DB3060	East Park	2800 South 129 East Avenue	8.80
DB3061	Wexford	10300 South Yale	3.00
DB3062	Sheridan South	9300 South Norwood	1.93
DB3063	Chimney Hills D	8700 South Memorial	5.00
DB3064	Redford	2100 South 101 East Avenue	19.00
DB3065	Nelson Detention Pond	2501 South 92 East Avenue	28.00
DB3066	Longview Detention Pond	2626 South 96 East Avenue	15.50
DB3067	Haikey Creek Detention Pond	7600 South 103 East Avenue	26.75
DB3068	Aaronson Park	5000 South 87 East Avenue	16.07
DB3069	RB-11 Sanditan	4700 South 109 East Avenue	30.71
DB3070	RB-12 Golden Valley	10700 E 56 Street	50.00
DB3071	Hampton S Offsite Detention P-18	7500 South Garnett	16.14
DB3072	Heatherridge Wetlands	9300 South 71 East Avenue	6.50
DB3073	Woodfield	6246 E 116th Street	3.87
DB3074	Hunters Bend	11100 South Yale	6.76
DB3075	Winsor Park South	7100 South Oswego	2.75
DB3076	Forest Park	11500 South Granite	3.59
DB3077	Southern Tribs Rb-9	4100 South 118 East Avenue	20.51
DB3078	East Central High School Rb6a	12150 E 11 Street	22.69
DB3079	LB-7 U 2	1350 South Joplin Avenue	12.18
DB3080	LB-7 E L	1419 South 79 East Avenue	8.11
DB3081	RB-6-C Lewis And Clark	1000 South Garnett Rd	12.34
DB3082	RB-5-U	11714 E Admiral Place	0.68
DB3083	RB-5-C	1003 N 129 East Avenue	18.31
DB3084	Osage Extention 1	2900 N Cincinnati	8.50
DB3085	Osage Extention 2	3000 N Cincinnati	2.10
DB3086	Brookwood	8100 South Yale	13.60
DB3087	LB-11BL Alexander Trust	4500 South 91 East Avenue	12.50
DB3088	Vern Rayburn	4800 W 8 Street	6.00



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Code	Name	Address	Acres
DB3089	RB8A Brookhollow	11707 E 31 Street	37.00
DB3090	Detention Pond	1500 South Cincinnati	1.00
DB3091	(Street Widening Pond)	2400 South Garnett	11.84
DB3092	MS-06 (Carol Williams)	600 South Mingo Rd	4.50
DB3093	Sherrelwood Detention Pond	7100 South Birmingham	0.77
DB3094	Smittle Detention Pond	2200 South 133 East Avenue	4.66
DB3096	Magic Circle Detention Pond	11102 E 17 Place	0.75
DB3097	Hwy 11 Wetlands	3241 N Birmingham	2.50
DB3098	Ridge Point	10019 South 88 East Avenue	4.98
DB3099	Yale Widening Pond	7211 South Urbana Avenue	2.40
DB3100	W.R.A.P. (Wal-Mart) Pond	10938 South Memorial Dr	4.56
DB3101	Cloverdale	1572 South 79 East Avenue	0.25
DB3102	Forest Meadows	5738 E 102 Place	2.45
DB3111	Quiktrip	6100 South Highway 169	7.73

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Code	Name	Address	Acres
EC4001	Brookhollow Creek	3100 South 101 East Avenue	13.81
EC4002	Brookhollow Creek	3100 South 108 East Avenue	4.90
EC4003	Brookhollow Creek	2800 South 123 East Avenue	3.50
EC4004	Catfish Creek (55th Pl & 169)	5500 South 109 East Avenue	2.25
EC4005	Cherry Creek	3700 South Quanah Avenue	13.39
EC4006	Cherry Creek	4800 South Elwood Avenue	3.60
EC4007	Coal Creek	2100 N Darlington Avenue	2.40
EC4008	Cooley Creek	10755 E Admiral Pl	1.50
EC4009	Flat Rock Creek Tributary	3429 N Birmingham Avenue	1.02
EC4010	Flat Rock Creek	4300 N Cincinnati Avenue	20.00
EC4011	Flat Rock Creek	4100 N Lewis Avenue	0.96
EC4012	Flat Rock Creek Tributary	3200 E 32 Street N	1.90
EC4013	Fred Creek	8000 South Wheeling Avenue	0.80
EC4015	Fred Creek (Southwood)	8100 South Evanston Avenue	0.18
EC4017	Haikey Creek, West Branch	7600 South Mingo Rd	0.75
EC4019	Joe Creek	7800 South Trenton	30.85
EC4023	Little Haikey Creek	9100 South 89 East Avenue	0.25
EC4026	Mill Creek	6100 E 11 Street	0.17
EC4027	Mill Creek (Pipeyard Outfall)	6100 E 13 Street	0.11
EC4028	Mingo Creek	10600 E 36 Street N	21.38
EC4029	Mingo Creek (Rr To I-244)	10200 E Pine Street	26.85



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Code	Name	Address	Acres
EC4030	Mingo Creek (I-244 To 11th)	200 South Mingo Rd	36.84
EC4031	Mingo Creek (11th To Liner)	2000 South 97 East Avenue	32.83
EC4032	Mingo Creek (Liner To Hicks)	3100 South 93 East Avenue	17.97
EC4033	Mingo Creek (Hicks To 41st)	3900 South 103 East Avenue	19.86
EC4034	Mingo Creek (41st To BA)	4100 South 103 East Avenue	5.00
EC4035	Mingo Creek (BA To 51st)	5100 South 108 East Avenue	6.54
EC4036	Mingo Creek	5800 South Mingo Rd	9.60
EC4037	Mingo Creek	6800 South Memorial Dr	0.90
EC4039	Nickel Creek	9100 South 33 W Avenue	1.11
EC4040	Spunky Creek Tributary B	16300 E Admiral Pl	0.08
EC4041	Sugar Creek (Mingo Cr To Garnett)	10900 E 39 PL	14.00
EC4042	Valley View (Flatrock To 4900 N)	4800 N Iroquois Avenue	10.85
EC4043	Valley View (North Of 56 Street N)	5600 N Elgin Avenue	6.00
EC4044	Valley View Tributary	5000 N Cincinnati Avenue	0.36
EC4045	Vensel Creek	9900 South Florence Avenue	20.13
EC4048	Skelly Drive Ditch	6535 E Skelly Drive	0.19
EC4049	Dirty Butter Tributary	3500 N Columbia Avenue	0.83
EC4050	Eagle Creek	11501 E Pine Street	1.84
EC4055	Ford Creek	11302 E 51 Street South	15.26
LC2001	Tupelo Creek	2200 South 121 East Avenue	0.42
LC2002	Tupelo Creek	11524 E 15 Street	2.30
LC2003	Tupelo Creek	2140 South 129 East Avenue	0.44
LC2004	Fulton Creek	3837 South 82 East Avenue	0.90
LC2005	Fulton Creek	3400 South 88 East Avenue	3.16
LC2006	Joe Creek Tributary	6110 South Lewis Avenue	1.18
LC2007	Little Joe Creek	5400 South Sheridan Rd	3.11
LC2008	Little Joe Creek	5322 South 67 E Place	1.13
LC2009	Valley View Creek	520 E 56 Street N	6.03
LC2010	Crow Creek	1335 E 32 Street	5.74
LC2011	Flatrock Creek Tributary	3320 N Garrison Avenue	0.31
LC2012	Crow Creek Tributary	1630 South Columbia	0.02
LC2013	Parkview Tributary	2700 W Edison Street	0.33
LC2014	Dirty Butter Creek	607 E Woodrow Place	1.81
LC2015	Coal Creek	1500 N Sandusky Avenue	7.45
LC2016	Vensel Creek	9100 South Florence Avenue	3.64
LC2017	Perryman Ditch	4914 South Yorktown Avenue	0.48
LC2018	Joe Creek, East Branch	4700 South Jamestown Avenue	3.58
LC2019	Fred Creek	6700 South Louisville Avenue	0.79



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Code	Name	Address	Acres
LC2020	Parkview Channel	120 South 41 W Avenue	13.79
LC2021	Upper Mingo Creek	6400 South 90 East Avenue	0.19
LC2022	Peary Creek	2100 South Hwy 169 Ramp	0.73
LC2023	Peary Creek	2100 South 108 East Avenue	0.50
LC2026	Jones Creek	1712 South 71 East Avenue	0.60
LC2027	Alsuma Creek	5500 South 94 East Avenue	2.05
LC2028	Upper Mingo Creek	6100 South 89 East Avenue	0.72
LC2029	Haikey Creek	7700 South 69 E Place	0.99
LC2030	Vern Rayburn Channel	4800 W 8 Street	10.00
LC2032	Dirty Butter Creek	1900 N Union Avenue	0.82
LC2035	Tupelo Creek	11904 E 17 Street	0.29
LC2038	Joe Creek, South Fork	6100 South Hudson Avenue	0.15
LC2039	Audubon Creek	3002 South 86 East Avenue	8.90
LC2040	Redfork Creek	4300 South Zenith Avenue	3.00
LC2041	Cherry Creek	4700 South Elwood Avenue	12.50
LC2042	Alsuma Outfall	4600 South 102 East Avenue	0.51
LC2043	Joe Creek	5300 South Evanston Avenue	32.37
LC2044	Brookhollow Tributary	3900 South 131 East Avenue	1.65
LC2047	Cooley Creek, Tributary	11926 E 1 Street	0.10
LC2048	Catfish Creek	11119 E 56 Street	2.10
LC2051	Joe Creek, South Fork	5500 South Harvard Avenue	1.08
LC2053	Mingo Mainstem	2100 South 94 East Avenue	20.00
LC2054	Dirty Butter Creek	900 E Apache	1.30
LC2055	Dirty Butter Creek	Mohawk And Peoria	9.20
LC2056	Mill Creek	1100 South Memorial Dr	7.50
LC2057	Tupelo Creek	500 South Mingo Rd	6.04
LC2058	Fred Creek	7400 South Gary Avenue	1.25
LC2060	Cooley Creek, Bridge 251	1100 South 138 East Avenue	1.50
LC2061	Cooley Creek, Phase II	10200 E Admiral	4.00
LC2062	Fred Creek, (Southwood)	8000 South Evanston Avenue	3.19
LC2063	Fred Creek	7400 South Harvard	2.90
LC2064	Ford Creek	5150 South 122 East Avenue	0.56
LC2065	Brookhollow Creek	2800 South 137 East Avenue	6.50
LC2066	Fred Creek	8100 South Riverside	5.62
LC2067	Fred Creek, Trib Three	67 Place And South Columbia	0.01
LC2068	Tupelo Creek	1250 South 120 East Avenue	2.33
LC2069	Mingo Mainstem	5800 South Mingo	1.50
LC2070	Flatrock Creek Tributary	715 E 39 Street N	1.68



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Code	Name	Address	Acres
LC2071	Vensel Creek, Tributary E	9300 South Toledo Avenue	1.14
LC2072	Bell Creek	9200 E 40th Place	0.30
LC2073	Joe Creek, East Branch (Mm)	3200 South Sandusky	0.19
LC2074	Peary Creek, (Redford)	1660 South 101 East Avenue	1.17
LC2075	Fry Ditch Channel	9600 South Sheridan Rd	0.38
LC2076	Cooley Creek, (Safety Cent)	10756 E Admiral Place	1.16
LC2077	Cooley Creek, (Cotm)	1003 N 129 East Avenue	0.20
LC2078	Audubon Creek	7600 E 31 Street	0.61
LC2079	Audubon Creek	6600 E 31 Street	2.20
LC2080	Brookhollow Creek	2900 South 118 East Avenue	2.46
LC2082	Mooser Creek	3200 W 53 Street	1.12
LC2083	Perryman Ditch	5300 South Utica Avenue	2.13
LC2084	Little Joe Creek	5500 South Yale Avenue	9.83
LC2085	Joe Creek, East Branch	5100 South College Avenue	0.34
LC2086	Bell Creek	8900 E 39 Street	5.50
LC2087	Bell Creek, Tributary	8800 E 46 Place	3.00
LC2088	Little Haikey, Tributary	8300 South 87 East Avenue	0.29
LC2089	Brookhollow Creek, Tributary	3200 South Garnett	0.74
LC2090	Fred Creek, (Oru)	7600 South Evanston	2.04
LC2091	Little Haikey Creek	7100 South 70 East Avenue	0.80
LC2092	Little Haikey Creek, Tributary	8700 South 74 East Avenue	1.06
LC2093	Little Haikey Creek	9000 South 92 East Avenue	0.76
LC2094	Tupelo Channel	1100 South Garnett	1.20
LC2095	Little Joe - South Fork	5900 South New Haven Avenue	1.05
LC2096	Mingo Trib - North Of Pine	1575 N 77 East Avenue	0.13
LC2098	Coal Creek	2100 N Darlington Avenue	4.15
LC2101	Fred Creek	7400 South Pittsburg Avenue	2.04
LC2102	Jones Creek #2	2000 South 77 E Av	1.59
LC2103	Chimney Hills	8700 South Memorial Dr	2.30
LC2104	Joe/Joe	5000 South Hudson	0.39
LC2105	Fred Creek	7400 South Florence	2.04



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DELIVERY REQUIREMENTS:

The bidder shall meet the city's needs on a daily basis. The bidder shall give the city advance notice as whenever they are unable to supply the service required.

Ozone days: no mowing will be allowed on ozone days.

Adjustments to cycle completion will be accepted for rain days and delays due to wet conditions.

AWARD OF BID:

This bid will be awarded to the seller who has the average lowest total extended cost for all areas for both the 14-day cycle and the 21-day cycle.

The successful bidder will be an independent company and in no way classified as a City of Tulsa employee. City of Tulsa employees will not be permitted to bid on this contract or work for the awarded company on this contract. The awarded seller will be familiar with this type of work and **have the necessary equipment and personnel to perform the work within the time specified.** Successful bidder will be responsible for all labor, equipment and material required. **A list of equipment and personnel to be used on this contract will be submitted with the bid.**

An on-site inspection of bidder's equipment may be required as part of the evaluation process.

The bidders shall have a formal, written safety program and **provide a copy of that program along with its bid.**

Secondary or back-up source:

The city reserves the right to purchase from a secondary or back-up source to be used in the event of failure of the primary source(s) ability to supply the full needs of the city.

Examination of Maintenance areas:

Each bidder shall examine the locations of maintenance areas called out in this bid. Submission of their bid proposal shall be taken as evidence that they have made all investigations essential to a full understanding of the difficulties, which may be encountered and has special qualifications for doing the work covered by this bid in accordance with the requirements, terms and conditions herein.

The foregoing information may be used, at the discretion of the storm water vegetation maintenance section, in determining bidder's ability to perform according to the specifications.

The storm water/vegetation management section also reserves the right to defer recommendation of award of the contract until after an interview with the apparent low bidder. The said interview may be conducted by designated representatives of the storm water/vegetation management section.



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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

_____ (Please complete this entry)

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

(ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES ONLY)

Location Type	Count	Acres	14-Day Cycle		21-Day Cycle	
			Cost per/acre	Extended Cost	Cost per/acre	Extended Cost
Acquisition Lots	125	398.88	\$ _____	\$ _____	\$ _____	\$ _____
Detention Ponds	96	853.57	\$ _____	\$ _____	\$ _____	\$ _____
Channels Earthen and Lined	128	614.01	\$ _____	\$ _____	\$ _____	\$ _____
Total Cost	349	1866.46	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL COST NOT TO EXCEED:
(All costs must be included or your Bid will be disqualified)

Tall Grass and Narrow Access Mowing	
Hourly Rate	\$ _____
This work is performed in locations either too narrow to afford use of a finisher mower or where vegetation is too tall to mow.	

Is City of Tulsa Purchasing Card acceptable for payment (This is a Visa): YES _____ NO _____

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

3. Annual Price Adjustment. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

a) You must limit any increase to **one** of the following (indicate your choice):



**Invitation For Bid
TAC185D Drainage Mowing and Trimming
Streets and Stormwater Department
Issued: January 26, 2017**

**City of Tulsa,
Oklahoma**
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1. the change in the Consumer Price Index from BLS Table 1 (web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year ____ (place an "X" here if this is your choice)
 2. a fixed percentage you specify _____ %
- b) You must notify City, in writing, no later than 30 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price change formula in your bid. Failure to so notify City may result in City denying any price increases. In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

Note: Any price increase you choose will be included in evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

RETURN THIS ENTIRE BID PACKET