



**Invitation For Bid TAC789D
Utility Right-of-Way Clearing/Mowing Services
Water & Sewer Department
Issued: September 7, 2017**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC789D

DESCRIPTION: Utility Right-of-Way Clearing/Mowing Services (Commodity Code(s): 988-36, 988-56, 912-19)

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 575
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday, October 04, 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 O. Thomas, Senior Buyer

tthomas@cityoftulsa.org

Include **IFB TAC789D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB **TAC789D** 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 **ten (10) 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, September 20, 2017 Time: 9:30AM

Location: 9319 E 42nd St North, Tulsa, OK

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 three (3) business days in advance of date 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:

TAC789D Utility Right-of-Way Clearing/Mowing Services

(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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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, Senior Buyer
175 E 2nd Street, Suite 575
Tulsa, OK 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,



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withholding, 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

City Clerk

Date: _____

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: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



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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.
 - 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.



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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 ten (10) 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.
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.



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- 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 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.



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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**:

Yes: **No:** X

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

Yes: **No:**



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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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Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

7. Financial Statement. Seller shall submit a statement of financial ability to perform the Purchase Agreement, including an annual report and financial statement.

8. Taxes and Permits. Unless otherwise specified in this Purchase Agreement, the Seller shall pay all sales; use, and other taxes that are lawfully assessed against the Seller in connection with the work included in this Purchase Agreement and shall obtain all licenses, permits and inspections required for the work.

9. Patent Rights. All fees for any patented invention, article or arrangement that is based upon, or in any manner connected with the construction, erection, performance or maintenance of the work, or any part thereof incorporated in the Purchase Agreement, shall be included in the price stipulated in the Purchase Agreement for said work. The Seller must protect and hold harmless both the Tulsa Metropolitan Utility Authority and the City, against any and all demands of such fees or claims.

10. Equipment Inventory. Seller shall provide a list itemizing all equipment to be used on this project, including year, make, model and description of operating power. All equipment must be licensed, as applicable.

11. Certifications and Qualifications. Seller shall provide a direct and concise description of the Seller's qualifications for the work specified.

- A. The statement of experience should include the following:
 - 1. The Seller's technical staff qualifications and experience who will perform the work required herein,
 - 2. The superintendent who will be assigned to the project and detail his/her experience and qualifications,
 - 3. Personnel used to apply herbicide,
 - a. shall have a minimum of one (1) year experience in applying herbicides and,
 - b. shall possess a valid Oklahoma Commercial Applicator's License,
 - 4. Personnel used to applying chemicals
 - a. shall be licensed service technician within the State of Oklahoma,
 - 5. Provide Certified Applicator's License Number(s). **Failure to provide a Chemical Applicator's License(s) shall result in rejection of the bid**
- B. Company shall have five (5) years of experience in Herbicide application
- C. Supervisor must be a licensed ground applicator under Department of Agriculture and shall be thoroughly familiar with Oklahoma and Federal Laws governing the application of herbicides.

12. Work Schedule. Regular or standard work hours shall be defined as the period from 8:00 a.m. to 6:00 p.m. excluding Saturdays, Sundays, and City Holidays.

- A. No work shall be performed between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, nor City holidays, without written approval from the City's representative.
 - 1. The approval for an exception to the work schedule will be incident specific.
 - 2. This restriction does not apply to work which is necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency
- B. Overtime Hours: Work assignments which specify performance of work by the Seller before 8:00 am or after 6:00 pm Monday through Friday or anytime Saturday or Sunday, Seller shall be paid at the overtime rate bid in Exhibit A Delivery and Pricing as Overtime Hours.
- C. Premium Overtime Hours: Work assignments If Seller is required to perform Creek Crossing clearing anytime on the following holidays: Christmas Eve, Christmas Day, New Year's Day, Thanksgiving, Fourth of July, Memorial Day, Labor Day; Seller shall be paid at the premium overtime rate bid in Exhibit A Delivery and Pricing as Premium Overtime Hours.
- D. Conditions for Use of Overtime Rates: The overtime rate and premium overtime rate would be applied instead of the regular hourly rate, not in addition to other rates. The overtime rate and premium overtime rates are only applied when the City requires the Seller to work those non-standard hours. If the Seller requests to work at those non-standard times to provide



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clearing services, there shall be no overtime or premium overtime markup. Mealtime(s) by the Seller's employees shall not be included for payment.

13. Extra Work. If a modification increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more unit price items from Exhibit A Delivery and Pricing Form, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price.

14. Seller and Seller's Employees. The Seller shall employ competent supervisors and foreman, experienced mechanics and others skilled in the several parts of the work given them to do, for the performance of the work embraced in this Purchase Agreement; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Seller and his employees shall maintain a professional manner and appearance so as not to present an embarrassment to the City.

15. City's Representative's Powers and Duties. The City's representative(s) will provide general administration of this Purchase Agreement, including performance of the functions hereinafter described. City's representative shall designate an Inspector who will monitor and approve Seller's work. The City's representative shall determine whether standard or emergency mobilization is needed.

The City's representative shall at all times have access to the works as provided elsewhere herein. The City's representative will make periodic visits to the site to keep familiar with the progress and quality of the work and to determine in general whether the work is progressing in accordance with the Purchase Agreement documents. On the basis of on-site observations, he will keep the City informed of the progress of the work and endeavor to guard against defects and deficiencies in the work of the Seller. The City will not be responsible for construction means, disposal methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Seller's failure to carry out the work in accordance with the Purchase Agreement documents. Based on such observations and the Seller's applications for payment, the City's representative will determine the amounts owing to the Seller and will approve payment requests.

The City's representative will not be responsible for the acts or omissions of the Seller, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

The City's representative shall decide the meaning and intent of any portion of the specification where the same may be found obscure or be in dispute; and the City's representative shall have the right to correct any error or omission therein when such corrections are necessary to the proper fulfillment of the intent of said specification. The action of such correction shall date from the time that the City's representative gives due notice thereof.

16. City's Right of Inspection. The City shall appoint or employ such inspectors as the City may deem proper to inspect the materials furnished and the work performed, and to determine whether the said materials are furnished and the said work performed in accordance with the specifications therefore. The Seller shall furnish all reasonable aid and assistance required by the City's representative, or by the inspectors, for the proper inspection and examination of the work and all parts thereof, even to the extent of uncovering or taking out portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking out and the replacing of the covering or the making good of the parts removed shall be paid for by the City; but should the work exposed or examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Seller.

Such inspection shall not relieve the Seller from any obligation to perform said work strictly in accordance with the specifications or any modification thereof as herein provided; and the work not so constructed shall be removed and made good by the Seller at his own expense; and free of all expense to the City, whenever so ordered by the City's representative, without reference to any previous oversight or error in inspection.

19. Suspension or Termination of Work on Notice. The City may suspend or terminate any specific work assignment upon notice to the Seller. Any such order of the City's representative shall not modify or invalidate in any way the provisions of this Purchase Agreement.

20. Inspection and Payment: Seller shall be paid a flat rate by type of mobilization as provided in Delivery and Pricing. Seller shall be paid at the proper rate by type of work as designated by the City either per area unit or per hour, rounded to the nearest quarter hour, for the time spent accessing the assigned area, removing the debris and hauling and disposing of the debris. The Seller's inspection of jobsite prior to mobilization shall be considered incidental and the cost should be included in the cost for mobilization.

21. Basis of Payment for Items of Work. The Seller shall be paid flat rate for mobilization or emergency mobilization and for all work performed under the Purchase Agreement based on a the City's representative's computations of quantities and the Seller's unit price stated in Exhibit A Delivery and Pricing. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the work; for all loss or damage, because of the nature of the work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the execution of the work, and for which pricing is not specifically provided; for all expense incurred by or because of any suspension or discontinuance of all or any part of the work; and for well and faithfully completing the Purchase Agreement according to the specifications, and requirements of the City's representative.

22. Payments. As each assignment is completed, the Seller shall submit to the City's representative a work receipt for payment approval, and, if required, receipts or other vouchers from subcontractors showing his payment to them.



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Bid items with unit price based on per hour shall be paid based on job hour unless specifically designated man-hour in Exhibit A - Delivery and Pricing. Payment by the City to Seller shall be no more frequently than monthly on the basis of unit price and sworn and itemized claims, on claim forms supplied by the City, filed with the City's representative. City agrees to make payment available for all such proper claims presented by Seller, normally within thirty (30) calendar days.

23. Seller Conduct. Seller covenants and agrees in connection with its services to be performed hereunder that it will not allow any condition on City property nor permit the conduct of any activity on such property, which shall materially or adversely affect the development, improvement, operation or maintenance of City utilities and facilities. Seller will conduct its services in a manner which is adequate to insure the safety and health of employees or agents of the City or of the Seller, and protect against damage to property of the City, including, without limitation the streets, roads, highways, or other public ways of the City or which would result in injury to employees or agents of the City.

The occurrence or existence of any proscribed or prohibited condition or activity, as described in this document shall constitute a material breach of the Purchase Agreement by Seller which shall constitute grounds for the termination of a Purchase Agreement by City.

It is understood and agreed by Seller and City that the phrase "to the satisfaction of the City" in this document shall not be construed to imply that the City or City employees or agents have any responsibility for supervision of Seller's forces, operations methods of operation.

24. Protection of Existing Amenities. Private, City, State, and Government properties if damaged, destroyed or removed, shall be repaired, replaced or paid for by the Seller. Disturbance of property shall be reported to the controlling agency and / or City. Repairs shall have prior approval.

At places where the Seller's operations are adjacent to, or crossing, railway, fiber or copper communications, water, electric or gas distribution facilities, storm water, or sanitary sewers, damage to which might result in expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

Seller shall notify the Notification Center of Oklahoma One-Call System, Inc., 1-800-522-6543, of any excavation, or demolition prior to commencing work. Notification shall be made no sooner than ten (10) days nor no later than forty-eight (48) hours, prior to commencing work, excluding Sundays and legal holidays. Blasting operations will not be permitted. Internal combustion engines shall be adequately equipped with mufflers. Necessary measures shall be taken to keep construction noises as low as practicable in compliance with OSHA guidelines.

25. Site Damage by the Seller. Seller shall have no monetary liability to City for unavoidable damage caused by Seller, in the exercise of reasonable care to any submerged or hidden facilities or equipment on property if the existence and location of such facilities or equipment is not disclosed on the facility plans for the affected areas furnished by City to Seller. Seller shall have the responsibility and obligation for fully informing City of the extent of its proposed operations on the City property and of requesting and obtaining all such facility plans from the City prior to Seller's commencement of operations hereunder. This provision shall have no application to property of others lawfully on the site.

Seller shall have no monetary liability for damage caused in the exercise of reasonable care by Seller to the roads on City property provided Seller, prior to the commencement of its operations hereunder, shall fully inform City's representative of the nature, size, maximum weight and all other pertinent matters pertaining to Seller vehicles and equipment to be used on said roads and the proposed manner of operation over and on said roads and provided Seller's use of such roads shall be in accordance with any reasonable limitations or restrictions which may be imposed by the City on Seller's use of roads on City's premises. If damage to roads by Seller is required to be repaired to provide continued access for Seller vehicles, such repair shall be the responsibility of the Seller.

26. Undertakings by the City. City shall insure Seller and its employees, agents or independent Sellers access to and from various facilities on City's premises for clearing operations five (5) days a week during regular work hours.

Seller and employees, agents or independent Sellers shall have access to the work sites on City's premises at any other hours in the event that Seller, in each instance gives City's representative twenty-four (24) hours advance notice of Seller's requirement for access to any work site. Seller shall furnish all reasonable assistance required by the Inspectors for the proper inspection and monitoring of Seller's operations at said work sites.

The City has provided land for the work specified in this Purchase Agreement. The Seller shall not enter or occupy with men, tools, equipment or material, any ground outside the property of the City without consent of the City of such ground. The City shall provide assistance to the Seller in obtaining suitable provisions for ingress and egress after the Seller has demonstrated that he has made a good faith effort to obtain the individual property owner's consent.

27. Removal of Equipment. Seller agrees that on termination of this Purchase Agreement, Seller, not later than thirty (30) days after such termination, (i) shall remove all machinery, equipment and other property from the work site(s), (ii) shall, at its own cost and expense, repair and restore all damage to City property caused by Seller operations, and (iii) shall vacate the work site free and clear of all liens and furnish City with satisfactory evidence of the foregoing. Title to any Seller property not removed from work site(s) within the time limit stipulated above shall vest in City and City may dispose of any such property at Seller's cost and expense.

28. Safety. Seller must follow all OSHA, state and federal regulations in regard to safety during performance of the work in this



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Purchase Agreement.

29. Power Lines. No person, materials, or equipment shall come within six feet of any power line exceeding 440 volts unless the electric power service has first been disconnected.

30. Fire Prevention and Protection. The Seller shall take all necessary measures to prevent fire and shall provide satisfactory firefighting means at the location of work.

31. Interference with Traffic. When a roadway or sidewalk is not closed, the Seller shall provide a safe substitute route for any portion obstructed by his operations. If a roadway or sidewalk is closed to traffic, the Seller shall provide and mark detours. Seller shall notify City's representative of intent to close roadway to traffic. A minimum of forty-eight hours prior notice shall be required for arterial streets. When the Seller is performing any work that is likely to be subject to pedestrian or vehicular traffic, he shall furnish, erect, and maintain sufficient safety equipment and traffic control devices around the project to protect pedestrians, animals, and vehicles from injury or damage. All traffic control shall be in accordance with Engineering Division's Standards and Procedures for Street Use and Temporary Traffic Control. City's safety and traffic control devices shall be installed and removed only at the direction of the City's Engineer.

32. Condition of Equipment and Materials. All equipment, tools, appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

Seller shall perform all work on this Purchase Agreement in accordance with all State and Federal Labor and Health Regulations. A written permitting system prior to entry must be utilized. All excavations and trenching must also comply with all State, Federal and OSHA regulations.

33. Transportation and Disposal Brush, Trees, Trash, and Debris. Material may be disposed of at either the green waste site or Quarry Landfill. Transportation of trees, brush, woody plants, trash or other debris by Seller shall be done in vehicles or equipment which contains the debris in a manner to avoid the possibility of spilling, leaking, scattering, falling or blowing out of vehicle/equipment during transportation. All vehicles and equipment transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used.

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TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this bid to secure, on a competitive basis, a single source of supply for furnishing all labor, materials and equipment necessary to provide grounds maintenance for the Distribution Systems section of the City of Tulsa's Water and Sewer Department. All bids must be comprehensive and complete without exclusion.

SCOPE:

Should anything be omitted from the specification which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Seller shall request written clarification from the City's representative before proceeding with the work.

In executing the Purchase Agreement, the Seller agrees that the City shall have the right to make such modifications, changes, and alterations, as the City's representative may see fit, in the extent, or plan of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the work begins without affecting the validity of the Purchase Agreement or the liability of the sureties upon the performance of this Purchase Agreement.

Where any modification, change, or alteration increases the quantity of work to be performed, and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of work actually done at unit prices included in the Purchase Agreement. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction.

The work to be performed on this Purchase Agreement is primarily located throughout the Tulsa Metropolitan area. In addition, services may be required at various facilities operated by Tulsa Metropolitan Utility Authority, Tulsa Metropolitan Water Authority and Regional Metropolitan Utility Authority that are located outside the Tulsa Metropolitan area. The specific locations will be determined by City's representative(s) at a later date as the need arises and the Seller will be notified at that time.

Mobilization

Mobilization is a time constrained work assessment and deployment of labor, material, and machinery to the designated location initiating the work assignment. Mobilization may or may not occur once per job depending on the urgency of the work. Payment for mobilization shall include all costs associated with delivery of labor and equipment to the City designated access point to the area for clearing operation. Mobilization will be paid only once per work assignment, covers all work listed on the assessment, and will not be paid for mowing previously cleared locations.

- a. **Emergency Mobilization.** Work assessment of the designated location shall be completed within two (2) hours and work shall commence within four (4) hours of the initial notification. Work shall not be suspended during regular work hours without City's representative's approval.
 - b. **Standard Mobilization.** Work assessment of the designated location shall be completed within two (2) hours and work shall commence within forty-eight (48) hours of the initial notification, unless the City's representative requests a later mobilization date. Standard Mobilization for Right-Of-Way Access Control shall be five (5) work days. Work shall not be suspended during regular work hours without City's representative's approval.
1. **Work Assessment.** A work assessment is the document which results from the Seller meeting the City inspector at the designated location to determine and record all work necessary to satisfy the work assignment. Documentation shall include the number and size of trees and estimation of any significant volume of debris or trash, clearing at creek crossings, and any access control work. Work assessments are considered incidental and of which the expense will not be paid.
 2. **Work Assignment.** City's representative shall notify Seller of a work assignment, including location, date and time services are needed.

Clearing Right-Of-Way and Creek Crossings

Standard equipment for clearing operations may include chain saws, bulldozer, front-end loader, excavator, stump grinder, brush chipper, and dump trucks



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RIGHT-OF-WAY CLEARING: Seller shall clear brush, trash, debris, and trees from City right-of-way. Utility right-of-way clearing shall be 25 feet from each side of utility structure and then aboveground over the utility lines or as designated by the Inspector. This clearing shall normally be performed on the City's utility right-of-way, but may involve clearing on other designated right-of-way. Clearing shall be accomplished by cutting and/or grubbing. Seller shall remove all trees, brush and woody plants, leaving the area in a condition suitable for mowing with brush-hog.

Tree removal shall include removing tree to grade level, including grinding down stump. Root ball may be left in the ground. If Seller removes root ball from the ground, Seller must dispose of root ball at landfill at Seller's expense.

Pricing: Equipment and transportation costs are considered incidental costs and the cost thereof shall be included in the pay items as listed in Exhibit A Delivery and Pricing. Brush clearing for trees that are less than three (3) inches in diameter, as well as plants and bushes, shall be paid by the acre of right-of-way cleared, rounded to the nearest quarter acre. All right-of-way clearing work will be performed from 8 am to 5 pm Monday through Friday. There is no overtime rate for this work.

CREEK CROSSING CLEARING: Seller shall remove all trees, woody plants, limbs, trash and other debris from exterior of sanitary or storm sewer pipe, concrete encasement, or any structures that cross a creek or are located within creek bank as designated by Inspector.

Pricing: Equipment and transportation costs are considered incidental costs and the cost thereof shall be included in the pay items as listed in Exhibit A Delivery and Pricing. Work shall be performed as directed by the City's Representative and may include Overtime and / or Premium Overtime.

TREE REMOVAL: Tree removal shall be paid as bid in Exhibit A Delivery and Pricing. Diameter of tree base shall be rounded to the next whole inch for all trees that are three (3) inches in diameter and larger. Tree diameter shall be measured at 4 ½ feet from ground level. The cost of herbicide application to tree stumps shall be considered incidental and the cost shall be included in the tree removal bid items.

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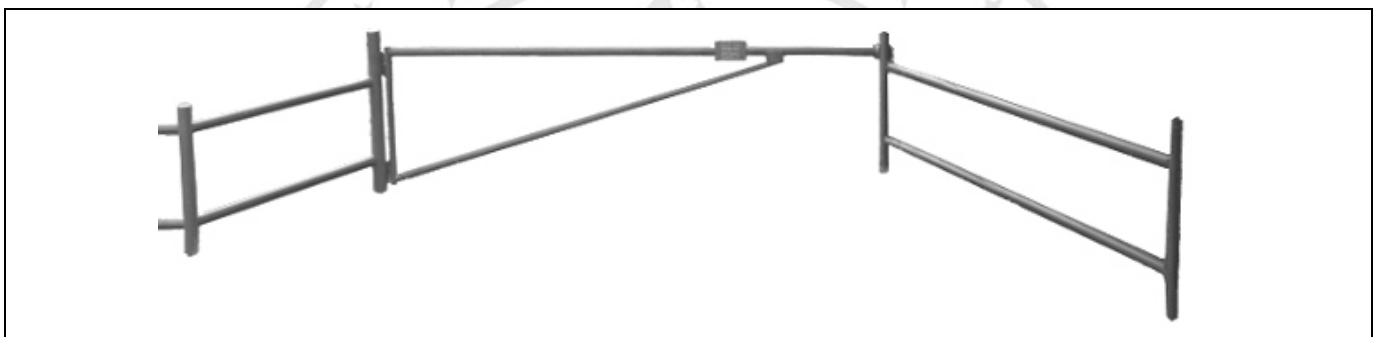
Right-Of-Way Access Control

GATE INSTALLATION AND REPAIR: Seller shall perform gate installation and repair at various right-of-way sites as designated by the Inspector. All work shall be performed in accordance with the specifications and drawings included in this bid.

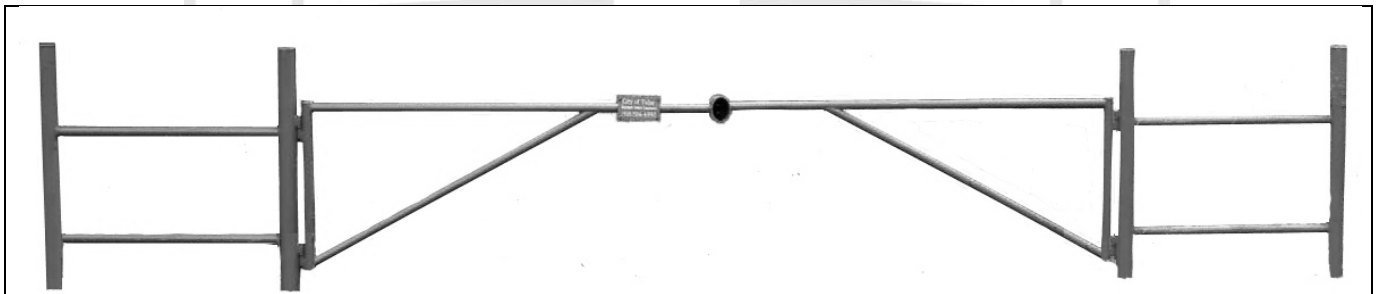
Gates shall be constructed as either single leaf type for openings under 16 feet or double leaf type for openings from 16 to 20 feet wide as designated by the Inspector.

Deadman rails are those rails which are closest to the gate opening. These rails help stabilize the gate hinge and latch posts.

A single ¼ inch steel plate cut 12 x 5 shall be weld to a single leaf or one leaf of a double leaf type gate for sign installation.



Single gate (12'-15')



Double gate (16'-20')

Gate and Fence Fabrication

All exposed ends of pipe in the gate and posts shall be capped with ¼ inch steel plate.

All posts shall be 4-inch schedule 40 steel pipe buried in the ground to a depth of 36 inches with 8" of concrete on all sides and extend a minimum 36 inches above ground

All rails and gates must be 2-inch schedule 40 steel pipe

Fence rails are to be 12 inches off the ground and 33 inches off the ground. Deadman rails shall be 36 inches long.

Gate leaf shall be approximately 6" off the ground, be 36 inches tall with brace at a 60 degree angle, and attached to gate post with 2 hinges (1 pair)

Hinges are to be 1,000 lbs. weight rated 7 by 2 inch weld on barrel hinges with ¾-inch pin and with grease zerk

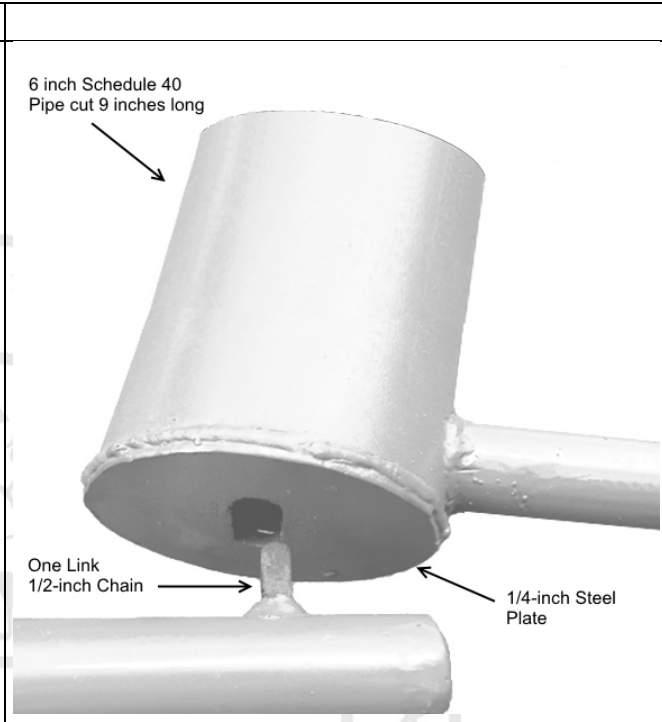
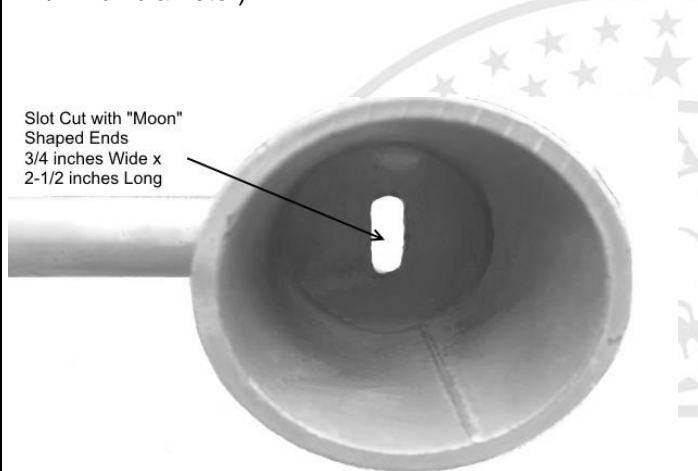
Sign plate shall be ¼-inch steel plate cut 12 x 5 inches

See picture for latch guard details

All components of gate and fences shall be painted green

Gate Latch Fabrication

Pipe for latch guard shall be 6-inch schedule 40 steel pipe cut 9 inches long
The back of the latch guard shall be ¼ steel plate with a 2-1/2 by 3/4 inch slot with moon shaped ends for locking link.
Locking link is to be a single link of ½-inch chain (2 inches X 1/2 inch diameter)



RIGHT-OF-WAY MOWING: Seller shall mow right-of-way as designated by Inspector. All mowing shall be performed utilizing tractor with minimum 100hp engine and 15' mower.

1. **Type "A" Mowing** - Seller shall mow and trim around all gates and structures.
2. **Type "B" Mowing** - Seller shall mow as close to structure as possible without damaging structure. No trimming is required.

CHEMICAL APPLICATION: Following right-of-way mowing and trimming around structures and gates, Seller shall apply the Herbicide Picloram +2, 4-D (Tordon RTU marketed by Dow AgroSciences or equal) chemicals to all stumps around structures and gates. All herbicides will be applied at label rates and instructions per manufacturer's recommendations by a licensed applicator to achieve 95% kill. Seller shall be required to re-treat any stumps around structures and gates at any point within one year following the treatment as required to achieve the 95% kill. In certain areas, Inspector may eliminate chemical application around structures and gates.

Any deviation from the recommended program must be approved, in writing, by the City of Tulsa representatives before any application is made.

All vegetation control chemicals must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use and shall conform to all Local, State, and Federal Regulations. Material Safety Data sheets for all chemicals specified herein shall be available and supplied with the bid. Low-pressure nozzles are required as are drift control agents. A dye will be added to all mixtures to show the treated areas. The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the Purchase Agreement without compensation. Vendor will pay testing fees on any sample that fails to meet specifications.

The Seller shall be responsible for all the appropriate reports, forms, or Pesticide Application records to the Oklahoma Department of Agriculture. In addition, the Seller must submit to the City the following:

- Date, time and location of Applications
- Applicator's name and license number
- Herbicide used and application rate
- Weather conditions including wind speed, direction, and temperature



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Disposal of Material Cleared from ROWs and Creek Crossings

Seller shall be responsible for disposal of all brush and trees cleared from right-of-way. Seller may chip and grind brush, plants and trees removed from the ROW and dispose of the chippings by evenly spreading it over the newly cleared ROW, providing that this material will not wash into a storm-water channel or sewer. Any trees, brush or woody plants not chipped and spread must be delivered to designated green waste center for disposal. Transportation costs are incidental costs and are to be invoiced by Seller according to rates established hereunder Exhibit A Delivery and Pricing.

Trash removed from right-of-way shall be paid at the same rate as Clear Brush. City shall pay dump fees to dispose of trash items. Green waste shall be delivered to green waste disposal site.

Seller shall transport trees, brush and woody plants to designated green waste center for disposal. Seller shall haul other trash and debris to Quarry Landfill for disposal.

The City will pay the cost of trash and debris disposal at Quarry Landfill. Seller shall follow all City, State and Federal regulations in transporting creek crossing clearing debris. All vehicles and equipment transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used.

PROHIBITED PRACTICES: The use of Herbicides containing Arsenate Compounds is strictly prohibited. The use of Phenoxy Herbicides is strictly prohibited. All chemicals used shall be non-toxic to human, fish, and animal in the concentrations applied, and such chemicals shall not produce or create foul odors that may be objectionable or obnoxious to the general public on the areas in which this work is done.

Seller will not operate spray equipment when wind velocity exceeds ten (10) mph, and will use every precaution to prevent spray to drift onto private property or other areas adjacent to control sites.

Other than spraying around structures and gates, clearing operations shall not involve the use of herbicides or defoliants.

Seller shall notify City's representative of trash and other items from illegal dumping that is found during right-of-way clearing, so these items can be inspected by the City prior to removal. Seller shall move these items from illegal dumping to the side of the area being cleared in order to continue right-of-way clearing.

If the Seller requests to work at non-standard times to provide Right-of-Way Clearing services, it must be approved in advance by the City's representative; however, there shall be no overtime or premium overtime markup.

TRIP CHARGE: If Seller is required to perform any work for this Purchase Agreement outside the Tulsa City limits, Seller will be paid a set fee for mileage per mile roundtrip from the Tulsa City limits, as identified in Exhibit A Delivery and Pricing.

DELIVERY REQUIREMENTS:

Seller shall agree and perform work as described herein meeting the response requirements of mobilization and licensing requirements of chemical application.



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ATTACHMENT A- WORKSHEET

1 Right-Of-Way Clearing – Brush, Limbs, Trash, and Debris Removal

1A. Standard Mobilization	(within 48 hours)	Per each job	(\$_____)	4	(\$_____)
1B. Emergency Mobilization	(within 4 hours)	Per each job	(\$_____)	4	(\$_____)
1C. Clear Brush	(includes trees less than 3 inches in diameter)	Per acre	(\$_____)	60	(\$_____)

TOTAL COST FOR ITEMS 1A-1C
Enter hear and in table on EXHIBIT A

\$ _____

2 Creek Crossing Clearing – Brush, Limbs, Trash, and Debris Removal

2A. Standard Mobilization	(within 48 hours)	Per each job	(\$_____)	4	(\$_____)
2B. Emergency Mobilization	(within 4 hours)	Per each job	(\$_____)	4	(\$_____)
2C. Clear Brush	(includes trees less than 3 inches in diameter)	Per man hour	(\$_____)	24	(\$_____)
2D. Overtime Rate		Per man hour	(\$_____)	24	(\$_____)
2E. Premium Overtime Rate		Per man hour	(\$_____)	24	(\$_____)

TOTAL COST FOR ITEMS 2A-2E
Enter hear and in table on EXHIBIT A

\$ _____

3 Tree Removal by Diameter

3A. 3" to less than 4"	Per tree	(\$_____)	20	(\$_____)
3B. 4" to less than 6"	Per tree	(\$_____)	20	(\$_____)
3C. 6" to less than 12"	Per tree	(\$_____)	20	(\$_____)
3D. 12" to less than 18"	Per tree	(\$_____)	20	(\$_____)
3E. 18" to less than 24"	Per tree	(\$_____)	20	(\$_____)
3F. 24" to less than 30"	Per tree	(\$_____)	10	(\$_____)
3G. 30" to less than 36"	Per tree	(\$_____)	5	(\$_____)
3H. 36" to less than 42"	Per tree	(\$_____)	2	(\$_____)
3I. 42" to less than 48"	Per tree	(\$_____)	2	(\$_____)
3J. 48" to less than 60"	Per tree	(\$_____)	2	(\$_____)
3K. 60" to less than 72"	Per tree	(\$_____)	2	(\$_____)



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TOTAL COST FOR 3A-3K

Enter here and in table on EXHIBIT A

\$ _____

4 Right-Of-Way Access Control – Build, Install, and Repair Gates

4A. Build and Install single leaf gate On openings of 12'-15'	Per gate	(\$ _____)	4	(\$ _____)
4B. Build and install double leaf gate On openings of 16'-20'	Per gate	(\$ _____)	2	(\$ _____)
4C. Additional 2" pipe needed for fence construction and/or repair	Per foot	(\$ _____)	40	(\$ _____)
4D. Additional 4" pipe for post construction and /or repair	Per foot	(\$ _____)	20	(\$ _____)
4E. Repair of gate or fence	Per hour	(\$ _____)	16	(\$ _____)
4F. Standard Mobilization (within 5 work days)	Per each job	(\$ _____)	4	(\$ _____)
4G. Emergency Mobilization (within 4 hours)	Per each job	(\$ _____)	4	(\$ _____)

TOTAL COST FOR 4A-4E

Enter here and in table on EXHIBIT A

\$ _____

5 Right-Of-Way – Mowing and Trimming

Mowing requires use of 100HP (minimum) rated tractor with a 15' mower

5A. "A" type mowing Mow and trim around all gates and structures	Per acre	(\$ _____)	73	(\$ _____)
5B. "B" type mowing (omit trimming) Mow as close as possible to structures and gates	Per acre	(\$ _____)	73	(\$ _____)

6 Chemical Application

Chemical shall be applied by a licensed applicator

6A. Chemical application as requested around structures	Per structure	(\$ _____)	307	(\$ _____)
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7 Trip Charge – Right-Of-Way or Creek Crossing Clearing

7A. Charge for travel outside Tulsa City limits	Per mile	(\$ _____)	3	(\$ _____)
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TOTAL COST FOR 5A-7A. NOT TO EXCEED

Enter here and in table on EXHIBIT A

\$ _____



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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:

_____ (Enter number of days needed to commence work following date of order)

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 QUANTITIES FOR EVALUATION PURPOSES ONLY)

Enter totals from sections of Worksheet A here.

TOTAL COST FOR ITEMS 1A-1C:	\$ _____
TOTAL COST FOR ITEMS 2A-2E:	\$ _____
TOTAL COST FOR 3A-3K:	\$ _____
TOTAL COST FOR 4A-4E	\$ _____
TOTAL COST FOR 5A-7A	\$ _____
TOTAL EXTENDED COST FOR ALL. NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)	\$ _____

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):
 - 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>

Alternate appearances



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Notes:

* - Any price increase you choose will be considered in the 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.

** - The Affidavit of Compliance for Price Adjustment, which will need to be provided **at renewal** if an increase is requested, you may contact the Buyer listed on this Invitation for Bid to request one.

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET

