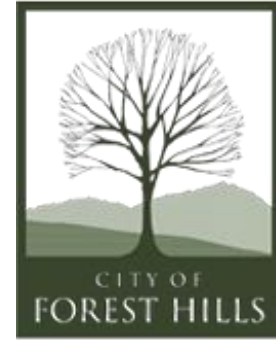


**RE: City of Forest Hills, Tennessee  
Chipper Service and Brush & Leaf Collection,  
Transportation & Disposal**



**Date:**

Sealed bids must be received on or before **10:00 a.m. Thursday May 19<sup>th</sup>, 2022** at the Forest Hills City Hall, 6300 Hillsboro Pike, Nashville, TN. One original and three hard copies should be submitted.

Bids will be accepted for a one (1) year contract for chipper service and brush and leaf collection, transportation and disposal (the "**Services**") within the City of Forest Hills. The bidder to whom the contract is awarded must provide the Services, including:

1. Provide monthly service to all residences in the City of Forest Hills, by chipping and/or hauling away all trimmings and pruning placed in the right-of-way and removing and hauling away all bagged leaves and clippings ("**Chipper Services**"). Chipper Services will be paid on a flat, monthly rate.
2. Provide additional "as-needed" Chipper Services within the City at the direction of the City Manager (the "**As-Needed Services**"). As-Needed Services will be paid on an hourly basis.
3. Provide emergency right-of-way trimming, tree surgery and road clearing as directed by the City Manager (the "**Emergency Services**"). The City requires a two (2) hour maximum response time. Emergency Services will be paid on an hourly basis.

The City reserves the right to reject any one or all bids received. No bidder may withdraw a submitted bid for a period of sixty (60) days after the date set for the opening of bids.

Each bidder is responsible for inspecting all necessary site conditions and for reading and being thoroughly familiar with the Bidding Specifications and Contract. By signing the bid, the bidder certifies that it has investigated the site conditions for the contracted Services and fully satisfied itself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the costs, progress or performance of the work. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid. Further, bidder must ensure that any supervisor or foreman, who will oversee the performance of the Services, possesses the background and experience required to manage a job of this magnitude.

All bidders have on staff arborists certified by the International Society of Arboriculture. A Tennessee Contractor's License Number will be required if the bid exceeds \$25,000. Information on the outside of the envelope must include the following:

1. Bidder's Name
2. Address
3. Tennessee Contractor's License Number
4. License Classification Applying to Bid
5. License Expiration Date
6. Name of Project for which Bid is submitted
7. Name and License information for all Subcontractors who will perform work.

Failure of a bidder to comply with the listing requirement voids the bid and the bid may not be opened.

**All bidders must submit the following completed documents within the sealed bid:**

- 1. Schedule 'A' - Contract Bid Form**
- 2. Schedule 'B' - Bidder's Qualification Form**
- 3. Schedule 'C' - Personnel Qualification Form**
- 4. Schedule 'D' -Listing of Equipment**
- 5. Schedule 'E' - Schedule of Services**
- 6. Schedule 'F' - Certificate of Insurance**

Questions should be referred to Mark Hill at 615-372-8677 or via email at [mark.hill@cityofforesthills.com](mailto:mark.hill@cityofforesthills.com).

## **CONTRACT SPECIFICATIONS**

### **I. SERVICES TO BE PERFORMED**

#### **1. Chipper Service, brush and leaf collection, transportation and disposal -**

1. Contractor will chip tree trimmings and small branches placed in City rights-of way by residents. After chipping yard waste, Contractor will transport and dispose of the refuse.
2. Bags of leaves will be collected and will weigh less than fifty (50) pounds.
3. Contractor shall provide at least a two (2) man crew per truck and three (3) men as necessary to provide traffic control along busy streets.
4. Chipper Service shall not include the following:
  - (a) Chipping and disposal of branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
  - (b) Chipping and disposal of branches that include foreign objects, including metal, plastic and glass, that may pose a safety hazard.
  - (c) Chipping and disposal of branches in areas outside City rights of way.
  - (d) Chipping and disposal of root balls.
  - (e) Chipping and disposal of refuse generated by private contractors or private landscaping companies.

#### **2. AS NEEDED SERVICES -**Contractor will identify the need for additional Chipper Services throughout the City in excess of higher than average volume and advise the City Manager of the same.

1. Contractor will provide additional Services on an as-needed basis and as directed by the City Manager.
2. Such As Needed Services shall include, but not be limited to, the following:
  - (a) "Back-tracking" service in which the Contractor returns to streets or lots already served during the month of service (For example, if residents put out brush after the street has been served and the Contractor is asked to return.)
  - (b) Chipping and disposal of root balls or branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
  - (c) Chipping and disposal of branches along private drives, not City rights-of way.
  - (d) Chipping and disposal of branches left by private contractors of landscaping companies.
3. As Needed Services shall only be performed at the request of the City Manager.

#### **3. EMERGENCY TREE SERVICE -** Contractor will provide tree service and clearing on an

emergency basis. Contractor must be able to respond within two (2) hours of notification by (i) the City Manager or their designee, or (ii) emergency response officials within the Metropolitan Government of Nashville and Davidson County.

## **II. METHOD OF BILLING AND COMPENSATION**

1. Standard Chipper Service and Brush and Leaf Collection shall be compensated at a flat, monthly rate.
2. As Needed Services shall be compensated on an hourly rate.
3. Emergency Tree Service shall be compensated on an hourly rate.
4. The Contractor shall submit invoices to the City on a monthly basis. The City shall review, and upon confirmation, pay the invoices on a monthly basis following the Board of Commissioners meeting. All payments for invoices shall be mailed to the Contractor, unless advance arrangements are made for the Contractor to pick up payment at City Hall.
5. The Contractor is an independent contractor with respect to the City.

## **III. QUANTITY OF WASTE**

1. City residents produce an approximate average of 700 to 800 cubic yards of debris per month to be chipped, collected, transported, and disposed. Approximately Four Hundred (400) residences per month produce debris with an average size of less than two (2) cubic yards of waste per residence.
2. The City of Forest Hills has a population of 5,000 residents, 60 miles of streets, and approximately 2,000 households.

## **IV. KEY PROVISIONS TO PERFORMANCE OF SERVICE AND CONTRACT**

1. **Performance.** Chipping and hauling service to be performed as required each week and as additionally directed by the City Manager during regular business hours but not prior to 7:00 AM or past sundown.
2. **Term.** The term of the contract shall be for one year beginning July 1st, 2022. The City shall have an option to renew this contract for two (2) additional one-year periods upon thirty (30) days written notice to contractor.
3. **Insurance.** The successful bidder shall procure and keep in force public liability and property damage, motor vehicle, worker's compensation insurance as required by the State of Tennessee, and excess liability insurance. Public liability and property damage insurance shall include limits of One Million Dollars (\$1,000,000.00) for all of the bidder's operations. Bidder must procure and keep in force vehicle liability insurance with personal injury limits of Five Hundred Thousand Dollars (\$500,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per

occurrence and with property damage limits of Two Hundred Fifty Thousand Dollars (\$250,000.00). Umbrella coverage shall include an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.

4. **Indemnity.** The successful bidder shall indemnify and save harmless the City from claims arising out of performance of the contract.
5. **Performance Agreement and Letter of Credit.** The successful bidder must enter into a performance agreement and letter of credit in the amount of the contract price.
6. **Compliance with Law.** The successful bidder must comply with all federal, state, and local laws, ordinances, and regulations in the performance or furtherance of the contract.
7. **Staffing.** The successful bidder must always maintain sufficient staffing during performance of the contract. Qualified supervisors shall always supervise the staff. Supervisors shall be available for communications with the City Manager. Staff shall wear proper attire.
8. **Non-Discrimination.** The successful bidder must agree to comply with all non-discrimination requirements of federal, state, and local laws.
9. **Equipment.** The successful bidder must agree to maintain all equipment in good, safe working order and in accordance with all applicable laws, ordinances, and regulations.
10. **Rights-of-Way.** The successful bidder shall take all steps to prevent unnecessary blockage of City rights-of-way, including providing traffic control as necessary.
11. **Cancellation.** The City shall have a right to cancel the contract on thirty (30) days written notice for failure of bidder to properly perform the duties herein.
  - a. Occurrence and Two Million Dollars (\$2,000,000) in aggregate to cover the hazards of bodily injury and/or property damages combined.
  - b. All insurance policies shall include a clause which states, in effect, that the policy shall not be canceled, modified, nor allowed to expire until ten (10) days written notice has been received by the City prior to such cancellation, modification, or expiration.
12. **Weekly Schedule of Services:** The Contractor shall provide the Services on a schedule amendable to both the City and the Contractor, in such a way that creates greater efficiencies or more predictable service to residents.