

INVITATION TO BID FOR TREE TRIMMING

PROSPECTIVE TREE TRIMMING BIDDER: _____

Please review the attached contract and furnish the detailed information as requested below on this sheet. Please furnish all information on a PER UNIT BASIS. This will be part of the basis for determining the successful bidder.

<u>Personnel</u>	<u>Minimum Pay Rate to Workers</u>	<u>Proposed Rate per Hour</u>	<u>Markup</u>	<u>Total</u>
Foreman	\$17.00	_____	_____	_____
Senior Treeman	\$15.00	_____	_____	_____
Apprentice Treeman	\$11.00	_____	_____	_____

<u>Equipment</u>	<u>Rate Per Hour</u>	<u>Total</u>
Chain Saw, 16" bar	_____	_____
Chain Saw, 20" bar	_____	_____
Chain Saw, 28" bar	_____	_____
Vermeer BC1000XL Chipper	_____	_____
Vermeer BC1500 Chipper with wench	_____	_____
Bucket Truck	_____	_____
14 yd. Chipper Truck	_____	_____
Tractor with Bush Hog (as needed)	_____	_____
Any additional charges (Please specify) _____		

BASE CREW TOTAL:
(3-person crew, 3 chain saws, bucket truck, chipper) \$ _____

Documents showing that required insurance is in effect shall be furnished before contract is awarded. Non-collusion and Business Relationships Affidavits must be included with bid. **At least three (3) references from current or prior clients must be included with this bid before acceptance by SED.**

Please contact Robert Gardner or Nicky Pinson at (615)384-6770 should you have any questions regarding this invitation to bid.

Contractor Name

Person Preparing Bid

Address

Signature

Date

Address

Phone Number

***** WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS *****

**CITY OF SPRINGFIELD ELECTRIC DEPARTMENT
TREE TRIMMING CONTRACT**

THIS AGREEMENT made and entered into on this ____ day of _____, by the CITY OF SPRINGFIELD, TENNESSEE, as administered by the Department of Electricity (hereinafter called DEPARTMENT) and _____, an independent CONTRACTOR (hereinafter called CONTRACTOR).

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment and materials for the sole purpose of trimming and/or removing trees and vegetation interfering with DEPARTMENT'S rights-of-way, and disposing of the debris resulting from such work.

2. CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner, authorized agent, or public authorities having ownership or control over each tree or any other vegetation to be trimmed. Whenever permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to DEPARTMENT. No further action shall be taken in such cases except upon the mutual agreement of the parties hereto.

3. CONTRACTOR agrees to perform all work in accordance with all federal, municipal, county, state, and other local laws, OSHA requirements, ordinances, and regulations applicable to said work. All work shall be performed in accordance with such of the following as may be applicable:

A. All tree trimming shall be done in accordance with DEPARTMENT directives and in conformity with permissions obtained.

B. Materials and methods to be used for all chemical treatment work shall

be mutually determined by the parties hereto. CONTRACTOR shall possess a valid spraying license for the State of Tennessee at all times.

4. CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for DEPARTMENT'S public relations.

5. CONTRACTOR shall be responsible for cost required to remove its vehicles from immovable positions caused by ground conditions such as mud, and shall also be responsible for yard repair and other property damage. Such repair shall not be made during DEPARTMENT'S regular working hours.

6. CONTRACTOR shall indemnify and hold harmless DEPARTMENT, its agents and employees, from and against all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from CONTRACTOR'S performance of the work required herein.

7. CONTRACTOR shall install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of DEPARTMENT or the general public.

8. CONTRACTOR shall secure from DEPARTMENT, and DEPARTMENT shall provide, information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between parties that the electric circuits of DEPARTMENT are to continue in normal operations during this work, and that CONTRACTOR is to provide and use such protective equipment as it deems necessary for the protection of its employees and to guard against interfering with the normal operations of said circuits.

9. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and

will provide protection for any claim which may arise out of or result from CONTRACTOR'S performance of the work and the furnishing of materials and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR or by anyone for whose acts, CONTRACTOR may be liable including but not limited to the following:

- A. Claims under workers' or workman's compensation, disability, benefits and other similar employee benefit acts;
- B. Claims for damage because of bodily injury, occupational sickness, or disease, or death of CONTRACTOR'S employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
- D. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by CONTRACTOR or (b) by any other person for any other reason;
- E. Claims for damages, other than to the work itself, because of the injury to or destruction of tangible property wherever located, including loss of use resulting therefore.
- F. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- G. Claims or damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

CONTRACTOR'S general liability insurance shall also include coverage for the indemnification obligation to DEPARTMENT assumed under Section 6 hereof.

The insurance required hereby shall include the specific coverage and be written for not less than following stated limits of liability and coverage or limits of liability and coverage required by law, whichever is greater:

Comprehensive General Liability

1. Bodily Injury (including completed operations and products liability) and Property Damage. Combined single limit of each occurrence and aggregate (\$1,000,000).
2. Property damage liability insurance will provide explosion, collapse and underground coverage where applicable (\$50,000 per occurrence).
3. Personal injury, with employment exclusion deleted: combined single limited of \$250,000 each occurrence and aggregate.

Comprehensive Automobile Liability

Combined single limit of \$500,000 each occurrence.

Worker's Compensation and Employer's Liability

Statutory Limits.

All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has to be given to DEPARTMENT by certified mail. All such insurance shall remain in effect at all times during the term of this Agreement and when CONTRACTOR may be performing the work.

10. (A) DEPARTMENT agrees to pay for work, materials and equipment contained herein at the rate(s) listed on Page 1 of this contract. The rates for personnel and equipment

will be understood to be priced PER UNIT and billed according to number of personnel and equipment used each week at the assigned unit rates. The DEPARTMENT will make determination as to the number of personnel and equipment needed at any time during the term of this contract, however in no case shall this be less than one (1) standard 3-person crew. The DEPARTMENT reserves the right to supplement additional work crews with its own employees. On occasions where crews are combined, it is understood that each worker will remain in the employ of their respective employer, and that their compensation, fringe benefits, worker's compensation, and all other liabilities will be the responsibility of their respective employer. The DEPARTMENT will also make determination as to whether or not work will be performed. Work will not be scheduled outside the normal Monday through Friday workweek unless authorized by the DEPARTMENT Director or Operations Superintendent in advance. If work cannot be performed during the normal Monday through Friday workweek due to inclement weather, the DEPARTMENT will pay two (2) hours pay for each of CONTRACTOR'S EMPLOYEES. The CONTRACTOR'S employees must report to and remain at the DEPARTMENT headquarters for the first two (2) hours of the workday to receive payment. Payment will not be made for truck, chipper and other equipment.

(B) CONTRACTOR agrees to submit to DEPARTMENT a bi-weekly invoice ending on alternate Fridays for work performed. The invoice will be paid on Friday following the payroll ending Friday.

11. If the services of the CONTRACTOR are needed outside the regular scheduled workday, reimbursement will be made for personnel wages at the rate of 1½ times the regular hourly rate. The hours paid will be those in excess of 40 hours for any 7 day work period.

12. CONTRACTOR'S crew(s) assigned to DEPARTMENT agrees not to perform work for any other individuals, firms, agencies, etc. at any time during the term of this contract. Such action will result in immediate termination of this contract.

13. This agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. CONTRACTOR shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work performed hereunder, without first having obtained the written consent of DEPARTMENT authorizing such assignment or subcontract.

14. This agreement is not intended to constitute a compensation or unemployment compensation law, any old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.

15. Whenever due to special circumstances such as, but limited to, storm emergency work, an employee of DEPARTMENT is assigned to work directly with CONTRACTOR'S employees, it is understood that such employee shall at all times remain in the employ of DEPARTMENT and that DEPARTMENT shall be responsible for all wages and payroll taxes and shall provide Worker's Compensation coverage for such employee. DEPARTMENT hereby releases CONTRACTOR from any liability resulting from injury to DEPARTMENT employee and CONTRACTOR hereby releases DEPARTMENT from any liability resulting from injury to CONTRACTOR'S employees.

16. CONTRACTOR'S equipment shall be less than one (1) year old, and shall be in good condition, neat in appearance, and maintained at all times. DEPARTMENT

will release crews from its system at its discretion if it is determined that vehicles and/or equipment is not operating or is of an appearance that is not to its satisfaction. Modern tools shall be provided and kept in good working order. Appropriate first-aid supplies as required by OSHA shall be part of standard equipment on all vehicles.

17. CONTRACTOR'S employees shall possess a valid Tennessee Commercial Driver's License (CDL) at all times.

18. CONTRACTOR'S employees shall be certified in CPR at all times.

19. CONTRACTOR'S Working Foreman and Climber shall have no less than 5 (five) year's experience in vegetation management.

20. CONTRACTOR'S employees must have completed Occupational Health & Safety Administration (OSHA) approved Line Clearance Certification Program as applied to OSHA standard(s) 1910.269(a)(1)(i)(E); 1910.269(a)(2)(ii); 1910.269(r).

21. CONTRACTOR'S employees shall be neat and presentable as the job conditions permit. Crew members shall wear clothing that is not ragged or overly worn. They shall be expected to conduct themselves in a professional, industrious, and courteous manner.

22. This agreement shall have a total term of three (3) years commencing on October 1, 2016 and ending on September 30, 2019, provided, however, that this agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other. This agreement shall automatically renew for an additional period of one (1) year per renewal term at the expiration of the first and second year, unless either party gives written notice of the termination no later than thirty (30) days prior to the end of the renewal term. The agreement terms during any such renewal term shall be the same unless both parties mutually agree to an escalator to recover operational cost increases for fuel, equipment, and personnel in the 2nd and

3rd years. The request for this escalator must be submitted in writing and agreed to by both parties no less than forty-five (45) days prior to the end of the contract term.

23. Should CONTRACTOR fail to carry out work or to comply with any of the provisions of this agreement, DEPARTMENT may terminate this agreement upon 24-hours' written notice to CONTRACTOR.

Name of Contractor

Mayor, City of Springfield Date

Authorized Signature Date

City Recorder Date

Title

Address

Address

Phone Number

CITY OF SPRINGFIELD

BUSINESS RELATIONSHIPS AFFIDAVIT TO ACCOMPANY BID

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath state that (s)he is the agent authorized by the bidder to submit the attached bid. The affiant further on his oath discloses the following information:

- (1) The nature of any partnership, joint venture or other business relationships then in effect or which existed within one (1) year prior to the date of such statement with the architect, engineer or other party to project.
- (2) Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project.
- (3) The names of all persons having any such business relationships and the positions they hold with their respective companies or firms.
- (4) If none of the business relationships hereinabove mentioned exist, then a statement to that effect.

FURTHER AFFIANT SAYETH NOT.

Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

My Commission Expires:

Notary Public