



**BID SPECIFICATIONS**

**CITY OF FOREST HILLS, TENNESSEE**

**CONTRACT FOR SNOW REMOVAL AND SALTING (PRETREATING) SERVICES**

**PW- 2022-05**

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**FOREST HILLS CITY GOVERNMENT**

Lanson J. Hyde III, Mayor  
Henry Trost, Vice Mayor  
Jim Gardner, Commissioner  
Mark Hill, City Manager

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## INVITATION TO BID

The City of Forest Hills will accept sealed bids for **PW-2021-05 Snow Removal and Salting (Pretreating) Services**. This Invitation to Bid is subject to the instructions, conditions, specifications, addenda, and other elements, including those incorporated by reference.

**ISSUE DATE:** June 23<sup>rd</sup>, 2022  
**BID TITLE:** **PW-2022-05 Snow Removal and Salting (Pretreating) Services**  
**CONTACT:** Mark Hill, City Manager of the City of Forest Hills  
**TELEPHONE:** (615) 372-8677  
**E-MAIL ADDRESS:** [mark.hill@cityofforesthills.com](mailto:mark.hill@cityofforesthills.com)

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**BID OPENING:** **Tuesday July 19th, 2022 at 10:00 A.M. CST**  
**LOCATION:** City of Forest Hills City Hall  
6300 Hillsboro Pike, Nashville, TN 37215

Copies of this solicitation may be obtained from the City of Forest Hills vendor registry. The vendor registry is at the link below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=bb43feeb-0407-4794-836c-a1aa4278eac4>

Sealed Bids must be received and acknowledged by the City of Forest Hills Office on or before **Tuesday July 19th, 2022 at 10:00 A.M. CST**, at which time the bids will be publicly opened and read aloud. Bids received after that time will not be considered.

SUBMIT BID via electronic submission using the City of Forest Hills Vendor Registry link.

**Vendor Registry Link:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=bb43feeb-0407-4794-836c-a1aa4278eac4>

The bid envelope must include the **bid title, bid opening date, name, license number, expiration date** and **license classification** of the contractors applying to bid for the prime contract. Failure of a bidder to comply with the listing requirement voids the bid and the bid may not be opened.

Bids submitted by fax or e-mail will not be accepted or considered for award.

**Requests for clarification of these bidding specifications should be delivered in writing via email to the City Manager. All answers to questions will be forwarded in writing via email to any bidders who indicate they would like to receive amendments and correspondence regarding the bid.**

**INFORMATION FOR BIDDERS**

**RE: CITY OF FOREST HILLS, TENNESSEE  
CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES**

**DATE: Fiscal Year 2022-2023**

Sealed bids must be received on or before **July 19<sup>th</sup>, 2022** via Vendor Registry or at the office of the City of Forest Hills, 6300 Hillsboro Pike, Nashville, TN.

Bids will be accepted for a one (1) year contract for snow removal and salting (pretreating) services (the “**Services**”) within the City of Forest Hills. The bidder to whom the contract is awarded must provide the Services, including:

1. Provide as-needed and emergency snow/ice removal services and prevent accumulation of the same.
2. Supply all material, equipment, and labor needed to fulfill services.

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.

Information to be included on the Title Page of the digital document (if submitting via Vendor Registry) or Information on the outside of the envelope (if submitting in person) 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' – Schedule of Services**
- 5. Schedule 'E' – Certificate of Insurance**
- 6. Schedule 'F'- Iran Divestment Act Affidavit**
- 7. Schedule 'G'- Drug-Free Workplace Affidavit**

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

## CONTRACT SPECIFICATIONS

### I. SERVICES TO BE PERFORMED

- A. Snow Removal and Salting (pretreating) Services –
  - 1. Contractor will provide all materials, equipment, and labor to remove snow and ice and prevent accumulation as when appropriate along all Forest Hills streets.
  - 2. Contractor will provide services in event of emergency and on short notice 24 hours a day, 365 days a year, including holidays.
  - 3. Contractor shall respond with at least four (4) trucks and associated labor.
  - 4. Contractor shall provide daily accounting of work performed during each event including, but not limited to, time sheets for all workers during the event, temperature/conditions of streets, and proof of the amount of salt used during the event, including but not limited to invoices for salt purchased.
  - 5. Contractor shall incorporate use of a mobile GPS software to be made available to City Staff. The GPS software should be able to provide reports with dates, times, and locations of each trip. The GPS data in its entirety should be maintained by the contractor for 90 days and should be made available to the City upon request.

### II. METHOD OF BILLING AND COMPENSATION

- A. Snow removal shall be compensated on an hourly basis equipment and labor.
- B. Due to the fluctuating nature of the cost of salt, the proposal may include a statement as to how salt costs will be billed in lieu of a fixed price for some or all of the contract. Salt may be billed on a fixed, per ton basis.

### III. QUANTITY OF SNOW/ICE

- A. Forest Hills has approximately 38 two lane road miles that will need to be addressed during a winter weather event.
- B. Higher elevations of the City may require service when lower elevations do not.

### IV. KEY PROVISIONS TO PERFORMANCE OF SERVICES AND CONTRACT

- A. **Performance.** Snow removal and pretreating service shall be available 24 hours a day, 365 days a week. The response time to a call should be no more than two hours.
- B. **Term.** The term of the contract shall be for one-year beginning Aug 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.
- C. **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.

- D. **Indemnity.** The successful bidder shall indemnify and save harmless the City from claims arising out of performance of the contract.
- E. **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.
- F. **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.
- G. **Staffing.** The successful bidder must maintain sufficient staffing at all times during performance of the contract. Qualified supervisors shall supervise the staff at all times. Supervisors shall be available for communications with the City Manager. Staff shall wear proper attire.
- H. **Accountability.** The successful bidder must provide daily accounting for labor and must incorporate GPS mobile tracking through smartphones or other means.
- I. **Non-Discrimination.** The successful bidder must agree to comply with all non-discrimination requirements of federal, state, and local laws.
- J. **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.
- K. **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.
- L. **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.

*-- continued on next page --*

**V. SCHEDULE OF SERVICES**

The Contractor shall provide services for all the public streets of Forest Hills. The contractor must start with Critical Streets (listed below). All other streets shall be divided into four (4) zones with the Critical Streets prioritized in zone. Zones should be divided to ensure efficient use of resources. The Contractor should list what streets are to be in each zone. The zones will be used to communicate to the City Manager and public about progress in snow removal.

**VI. CRITICAL STREETS**

<b>Street Priority List</b>	
<b>Road</b>	<b>Priority Area</b>
Balbade	all
Park Ridge	all
Chateau	all
Crater Hill	From Chickering Park to the end
Chickering Park	all
Ridgewood	all
Stanford	all (North and South and Ct)
Twinmont	all
Fredricksburg	Before shrap curve and past Laurel Ridge Intersection
Laurel Ridge	all
Stuart Glen	Bottom half of before Tyne intersection
Tyne	From R.E. Lee to Roselawn Cir.
Merrimac	all
Oakleigh Hill	all
Beddington Park	all
Edenbridge Way	all
Estubury	all
Cliftee Dr.	100 Yds from Taggartwood
Taggartwood	Downhill portion
McGrace	Hillside
Cromwell	Hilly area South of Pinehurst
Kingsbury	hilly area south of Andover
Chickering Lane	entire hill
Toddington Dr	all
Mary Helen Dr	all

**VII. MAP OF FOREST HILLS (See separate document)**



## **BIDDING SPECIFICATIONS**

- I. Sealed bids must be submitted via Vendor Registry or hand delivered to the Forest Hills City Hall, 6300 Hillsboro Pike, Nashville, Tennessee 37215 on or before 10 am on July 19th, 2022, at which time they will be publicly opened. For hand delivered bids, the envelope containing each bid must be sealed and have written upon the outside the following information:
  - A. Bidder's Name
  - B. Address
  - C. Tennessee Contractor's License Number
  - D. License Classification Applying to Bid
  - E. License Expiration Date
  - F. Name of Project for which Bid is submitted
  - G. Name and License information for all Subcontractors who will perform work.
  
- II. 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' – Schedule of Services**
  - 5. Schedule 'E' – Certificate of Insurance**
  - 6. Schedule 'F'- Iran Divestment Act Affidavit**
  - 7. Schedule 'G'- Drug-Free Workplace Affidavit**
  
- III. Bids should contain two (2) prices:
  - A. Price of salt per ton or an explanation of the cost of salt and associated schedule, a plan for procurement of salt, and what method will be used for verifying the amount of salt used for an event.
  - B. Hourly rate for each equipment type (should include labor)
  
- IV. The successful bidder shall enter into a written contract on or before Aug 1st, 2022.

**SCHEDULE 'A'**  
**CONTRACT BID FORM**

In Compliance with the invitation for bids, the undersigned bidder agrees that, if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, plant and equipment necessary to perform all work described below and in the agreement attached to said Invitations for Bids in strict accordance with the terms and provisions of the agreement.

---

Name of Person, Firm or Corporation

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Tennessee Contractor's License Number

---

Address, P.O. Box or Street

City, State, Zip Code

---

Bidder's Phone and Email

---

Signature (FAILURE TO SIGN HERE WILL RESULT IN REJECTION OF BID)

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Name and Title of Person Signing Bid

Date

**BID FOR SNOW REMOVAL SERVICES**

**I. Salt:**

PER TON: \$ \_\_\_\_\_ (numbers) \_\_\_\_\_ (words)

Method for Procuring Salt (Explanation):

Method for Verifying the Amount of Salt Used Per Event (Explanation):

Approximate cost \$ \_\_\_\_\_ (numbers) \_\_\_\_\_ (words)

**II. Snow/ice removal and pretreating services**

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

**Equipment** \_\_\_\_\_ **per hour** \_\_\_\_\_

*(Equipment types should include one and one half ton blade and spreader; one and one half ton spreader; one ton spreader; one ton blade and spreader; Pick-up Truck; loader; skid steer; etc.)*

**SCHEDULE 'B'**  
**BIDDER'S QUALIFICATION FORM**

Date Submitted: \_\_\_\_\_

Submitted by: (check one)

Individual     Partnership or Joint Venture     Corporation

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_

Office Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

If a Corporation, answer

When Incorporated: \_\_\_\_\_

In What State: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

The Bidder submitting this bid warrants that the Bidder has done business in the following comparable or related fields and within the State of Tennessee

Operational Experience of Bidder:

Municipality Served	Period Served	Responsible Contact Name and Phone

Have any contracts for the services performed by your organization ever been canceled or terminated before the end of the term by either party:

Yes ( )

No ( )

If the answer is yes, state the location and circumstances on a separate sheet of paper



**SCHEDULE 'D'**

**Schedule of Services**

Using the Forest Hills Map and Listing of Streets provide a zoning of streets to be addressed in a winter weather event. Critical Streets must be addressed first. The response can be in form of the table below or a map with zones outlined on it will be accepted.

<b>Forest Hills Snow Removal Service Schedule</b>			
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
Hillsboro Pike	Cromwell	Ashland	Chickering Ct
Fredricksburg	Kingsbury	Stonehaven	Chickering Rd
Vintage Place	Robert E Lee Rd	East Ashland	Chickering Ln
Laurel Hill	Robert E Lee Ct	Stanford	Chickering Rd

**SCHEDULE 'E'**

CERTIFICATE OF INSURANCE

All bidders shall submit an ACORD certificate of insurance with the bid package.

**SCHEDULE 'F'**

**IRAN DIVESTMENT ACT AFFIDAVIT**

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

\_\_\_\_\_  
Authorized Signature

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2022



**SCHEDULE 'G'**

**DRUG-FREE WORKPLACE AFFIDAVIT**

State of Tennessee )  
County of Davidson )

1. The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with the City of Forest Hills, 6300 Hillsboro Pike, Nashville, TN 37215 to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3. The Company is in compliance with T.C.A § 50-9-113.

Further affidavit saith not.

\_\_\_\_\_  
Principal Officer

\_\_\_\_\_  
Title

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires:

*-- FORM OF CONTRACT ONLY --*

**CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES**

This Agreement (the “**Agreement**”) is made and entered this 1st day of Aug, 2022 by and between the City of Forest Hills (the “**City**”) and \_\_\_\_\_ (the “**Contractor**”).

This Agreement is made with reference to the following facts:

- A. The City desires to provide, as a public service to its residents, (i) snow/ice removal and prevention of accumulations of the same.
- B. The Contractor is skilled in the performance of said Services.
- C. The City desires to contract with and hire the Contractor for the provision of said Services.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants herein, do hereby enter into this Agreement, and agree as follows:

**Services.** The Contractor shall perform the following Services within the City’s jurisdiction:

- a. Contractor will be responsible for the removal of and prevention of accumulation snow/ice on all of the City’s roads.
- b. Contractor will supply all material, equipment, and labor needed in order to remove snow/ice and prevent accumulation of the same through pretreating processes.
- c. Critical Streets (Exhibit A) will be addressed first and the rest of City will be divided into zones as outlined in Exhibit B.
- d. Contractor shall provide at least four (4) trucks and will be available 24 hours a day, 365 days a year.
- e. Contractor shall provide daily accounting of labor, shall use GPS mobile tracking during event, and shall maintain the data for ninety (90) days following the event. Daily accounting shall include submission of time sheets for all workers during the event, temperature/conditions of streets, and proof of the amount of salt used during the event. GPS data in its entirety shall be submitted to the City upon request. The GPS software should be able to provide reports with dates, times, and locations of each trip.
- f. Contractor shall not exceed the application rate for salt for roadway miles as recommended in the NCHRP Report 526 or the FHWA Manual of Practice, which the parties agree shall not exceed 100 lbs. of salt per lane mile during snow events, and 300 lbs. per lane mile during events with snow, freezing rain, and sleet.

g. When the parties do not agree on the number of events that occur during a period of time, the parties agree to use the number of events named by the National Weather Service.

**Time of Performance.**

**Commencement.** Contractor shall commence performance of Services as needed, when whether causes need for services and at the discretion of the City Manager.

**Zone and Critical Streets Schedule.** Contractor shall perform the Services by sequentially zone after Critical Streets are complete. Contractor shall communicate with the City Manager regarding progress through zones.

2. **Term.**

**Term.** The term of this agreement shall be for one (1) year, commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ (the “**Term**”).

**Option to renew.** The City shall have an option to renew the Agreement for two additional one-year periods upon written notice to Contractor not less than thirty (30) days prior to expiration of the then existing Term. In the event the City exercises its option to renew this Agreement, nothing herein shall prevent the Contractor and City from negotiating a reasonable increase in the consideration paid for the Services.

**Consideration.** – The City shall make payment to the Contractor on a monthly basis upon submission by the Contractor to the City of an itemized billing for Services rendered. The City processes payments on the third Thursday of each month and shall pay the Contractor on the next payment date following an approved itemized invoice. Invoices will not be approved until the City has confirmed that the itemized invoice is supported by the documentation required for submission under Section (e) of the Services Section above. Services shall be billed to the City as follows:

Salt : \_\_\_\_\_ (\$ \_\_\_\_\_) per ton.

Equipment Type: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) per hour

Equipment Type: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) per hour

Equipment Type: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) per hour

3. **Compliance with Laws** – Contractor agrees that the Services provided pursuant to this Agreement shall be provided in compliance with all laws, ordinances and regulations of the United States, State of Tennessee, Metropolitan Government of Nashville and Davidson County, and the City, now or hereafter in effect during the term of this Agreement.

**Indemnity**. Contractor agrees to pay, protect, indemnify, and save the City harmless from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any use, trespass or damage to private property occasioned by Contractor's performance of the Services, (ii) the conduct of the Contractor or any of its employees, servants, agents or subcontractors in the performance of this Agreement, or (iii) any injury to or death of any person, or any damage to property caused by the operation of any equipment used by Contractor, its employees, servants, agents or subcontractors. In case any action, suit or proceeding is brought against the City by reason of any occurrence herein described, Contractor shall, at its own expense, defend such action, suit or proceeding with counsel acceptable to the City in its sole discretion. The indemnity agreement provided herein shall survive the expiration or sooner termination of this Agreement.

**Insurance**.

a. Contractor shall obtain and keep in effect during the Term hereof, and any extension, at its own expense, policies of insurance protecting itself against all claims, causes of action and other liabilities arising out of, or in any way connected with, its activities pursuant to this Agreement in the following kinds and amounts. The City shall be named as an additional insured on each policy.

b. Public Liability and Property Damage Insurance as shall protect the Contractor and any employees, servants, agents or subcontractors from claims for damages that may arise from performance of the Agreement. Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), including accidental death, and subject to the same limit in the aggregate. Property Damage Insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and subject to the same limit in the aggregate.

c. Motor Vehicle Liability Insurance on all motor vehicles owned, leased, or otherwise used by the Contractor and all subcontractors in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injury, including accidental death to any one person, and subject to the same limit for each in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence and property damage insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each occurrence, said liability limited to occurrence in connection with the Services.

d. Worker's Compensation Insurance as required by the State of Tennessee for all of employees engaged in performance of the Services. If Contractor elects to use subcontractors, then Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class

of employees engaged in hazardous work under the Agreement is not protected under Worker's Compensation Statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise protected.

e. Excess Liability (Umbrella) in an amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in aggregate to cover the hazards of bodily injury and/or property damages combined.

f. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Section and such insurance has been accepted by the City.

g. 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.

**Performance Agreement and Letter of Credit.** The Contractor shall enter into a performance agreement and deposit a letter of credit with the City equaling the value of the gross annual contract. Such agreement and letter shall be in the form attached hereto and incorporated herein as Exhibit "C".

If the Contractor refuses or fails to provide the Services with such diligence as will ensure its completion within the time specified herein and, in the time specified, the City may terminate Contractor's right to proceed. In such event, the City may require the surety to fully perform and complete the work in the manner required by the performance bond or the City may take over the work and do it by contract or otherwise and the Contractor and its surety shall be liable to the City for any excess cost.

4. **Additional Duties of Contractor:**

a. Contractor shall maintain a valid Tennessee Contractor's Licenses at all times throughout the Term of this Agreement.

b. Contractor shall keep a sufficient number of employed personnel satisfactory to the City for performing the Services.

c. The Contractor shall assign a qualified person or persons to be in charge of its operation in the City and shall assign a permanent, dependable crew. Contractor shall give the name or names of said supervisors to the City with information regarding their experience.

d. The Contractor's employees shall wear a clean uniform or shirt bearing the Contractor's name.

e. Each driver shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

f. The City may require the dismissal of any employee of the Contractor who violates any provision hereof or is wanton, negligent, or discourteous in the performance of his duties.

g. The Contractor shall provide operating and safety training for all personnel. Contractor shall be responsible for ensuring all employees wear adequate safety equipment at all times, including, but not limited to, hard hats, protective eyewear, protective footwear, and reflective gear as necessary.

h. The Contractor shall maintain its equipment in operable condition, and suitable capacity and available to the City at all times during the terms of this Agreement.

i. The Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic.

**Independent Contractor.** The Contractor is an independent contractor with respect to the City. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between the parties.

**Miscellaneous.**

**Assignment.** The Contractor shall not assign this Agreement, except upon the express prior written consent of the City.

**Cancellation.** The City has a right to cancel this Agreement on thirty (30) days written notice for failure of Contractor to properly perform the duties herein. Also, it is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files a bankruptcy petition, then the City may terminate this Agreement at any time.

**Non-discrimination.** No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, religion or national origin.

**Notice.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail or by nationally recognized guaranteed overnight courier delivery service, postage prepaid, addressed to the City at:

The City of Forest Hills  
Attn: Aspen Collins  
6300 Hillsboro Pike  
Nashville, Tennessee 37215

and to the Contractor at:

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

Terms. This Agreement constitutes the full and complete agreement of the parties, and no additional terms shall be added or incorporated into this Agreement, unless the Agreement is in writing as provided below.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles.

Modification. This Agreement may be modified only by written amendment executed by all parties hereto.

*signature page follows*

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate in the State of Tennessee on the day and year first above written.

**CITY**

THE CITY OF FOREST HILLS

By: \_\_\_\_\_  
Mark Hill, City Manager

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**Exhibit "A"**

**Critical Streets**

The below streets shall be addressed first during a wintery weather episode.

<b>Street Priority List</b>	
<b>Road</b>	<b>Priority Area</b>
Balbade	all
Park Ridge	all
Chateau	all
Crater Hill	From Chickering Park to the end
Chickering Park	all
Ridgewood	all
Stanford	all (North and South and Ct)
Twinmont	all
Fredricksburg	Before shrap curve and past Laurel Ridge Intersection
Laurel Ridge	all
Stuart Glen	Bottom half of before Tyne intersection
Tyne	From R.E. Lee to Roselawn Cir.
Merrimac	all
Oakleigh Hill	all
Beddington Park	all
Edenbridge Way	all
Estubury	all
Cliftee Dr.	100 Yds from Taggartwood
Taggartwood	Downhill portion
McGrace	Hillside
Cromwell	Hilly area South of Pinehurst
Kingsbury	hilly area south of Andover
Chickering Lane	entire hill
Toddington Dr	all
Mary Helen Dr	all

**EXHIBIT "B"**  
**ZONES**

**EXHIBIT "C"**  
**LETTER OF CREDIT**